

EXHIBIT A



TO: Steven K Rose
 STMicroelectronics, Inc.
 750 Canyon Dr, Ste 300
 Coppell, TX 75019-4009

RE: **Process Served in California**

FOR: STMicroelectronics, Inc. (Domestic State: DE)

**Service of Process
Transmittal**
 06/17/2014
 CT Log Number 525161148

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: Cisco Systems, Inc., etc., Pltf. vs. STMicroelectronics, Inc., etc., et al., Dfts.

DOCUMENT(S) SERVED: Summons, Cover Sheet, Attachment(s), Instructions, Notice(s), Information Sheet(s), Verified Application(s), Verification(s), Order(s), Complaint, Exhibit(s)

COURT/AGENCY: Santa Clara County - Superior Court, CA
 Case # 114CV266581

NATURE OF ACTION: Defendant failed to comply with and abide by the general manufacturing standards that would have prevented and detected this contamination in the referred case

ON WHOM PROCESS WAS SERVED: C T Corporation System, Los Angeles, CA

DATE AND HOUR OF SERVICE: By Process Server on 06/17/2014 at 12:20

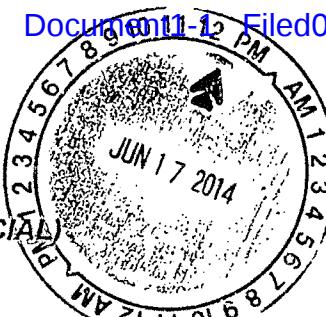
JURISDICTION SERVED : California

APPEARANCE OR ANSWER DUE: Earliest answer date - July 10, 2014 at 09:00 a.m. (document(s) may contain additional answer dates)

ATTORNEY(S) / SENDER(S): Krista M. Enns
 Winston & Strawn LLP
 35 West Wacker Drive
 Chicago, IL 60601
 312-558-5600

ACTION ITEMS: SOP Papers with Transmittal, via Fed Ex Priority Overnight , 770348715879
 Email Notification, Steven K Rose STEVEN.ROSE@ST.COM
 Email Notification, Sarah Decker sarah.decker@st.com
 Email Notification, Kevin Fillip kevin.fillip@st.com
 Email Notification, Debbie Ramos debbie.ramos@st.com

SIGNED: C T Corporation System
PER: Nancy Flores
ADDRESS: 818 West Seventh Street
 Los Angeles, CA 90017
TELEPHONE: 213-337-4615



SUMMONS (2)
(CITACION JUDICIAL)

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

STMicroelectronics, Inc., a Delaware Corporation, and DOES 1 through 20, inclusive

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

Cisco Systems, Inc., a California Corporation

Cisco Systems, Inc., a California Corporation

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp/), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que la entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de excepción de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.suerte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): Santa Clara County Superior Court
191 North First Street, San Jose, CA 95113 Chief Executive Officer

CASE NUMBER
(Número del Caso): GV 26653

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Krista M. Enns, Winston & Strawn LLP, 101 California Street, San Francisco, CA 94111 (415) 591-1000

DATE: _____ **Clerk, by** _____ , **Deputy** _____
(Fecha) *(Secretario)* *(Adelante)*

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de este citación, use el formulario Proof of Service of Summons (POS-010).)

NOTICE TO THE PERSON SERVED: You have 15 days from the date you receive this summons to file your answer or other required document.

NOTICE TO THE PERSON SERVED: You are served
1. as an individual defendant.
2. as the person sued under the fictitious name of (specify):

3. on behalf of (specify): STMicroelectronics, Inc., a Delaware corporation

under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)

CCP 416.40 (a)

4. by personal delivery on (date):

[SEAL]

SUMMONS

Page 1 of 1

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Krista M. Enns (SBN: 206430) Winston & Strawn LLP 101 California Street San Francisco, CA 94111 TELEPHONE NO.: (415) 591-1000		FAX NO.: (415) 591-1400
ATTORNEY FOR (Name): Cisco Systems, Inc.		

FOR COURT USE ONLY

(ENDORSED)

FILED
JUN 13 2014DAVID H. YAMASAKI
Chief Executive Officer/Clerk
Court of CA, County of Santa Clara

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Santa Clara
STREET ADDRESS: 191 North First Street
MAILING ADDRESS: 191 North First Street
CITY AND ZIP CODE: San Jose, CA 95113
BRANCH NAME: Downtown Superior Court

Superior

By

CASE NAME:
Cisco Systems, Inc. vs. STMicroelectronics, Inc., et al.

CASE NUMBER: 114CV26658
JUDGE: DEPT: Deputy

CIVIL CASE COVER SHEET

Unlimited Limited
(Amount demanded exceeds \$25,000) (Amount demanded is \$25,000 or less)

Complex Case Designation

Counter Joinder
Filed with first appearance by defendant
(Cal. Rules of Court, rule 3.402)

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort	Contract	Provisionally Complex Civil Litigation
<input type="checkbox"/> Auto (22)	<input type="checkbox"/> Breach of contract/warranty (06)	(Cal. Rules of Court, rules 3.400-3.403)
<input type="checkbox"/> Uninsured motorist (46)	<input type="checkbox"/> Rule 3.740 collections (09)	<input type="checkbox"/> Antitrust/Trade regulation (03)
Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort	<input type="checkbox"/> Other collections (09)	<input type="checkbox"/> Construction defect (10)
<input type="checkbox"/> Asbestos (04)	<input type="checkbox"/> Insurance coverage (18)	<input type="checkbox"/> Mass tort (40)
<input type="checkbox"/> Product liability (24)	<input type="checkbox"/> Other contract (37)	<input type="checkbox"/> Securities litigation (28)
<input type="checkbox"/> Medical malpractice (45)	<input type="checkbox"/> Eminent domain/inverse condemnation (14)	<input type="checkbox"/> Environmental/Toxic tort (30)
<input type="checkbox"/> Other PI/PD/WD (23)	<input type="checkbox"/> Wrongful eviction (33)	<input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)
Non-PI/PD/WD (Other) Tort	<input type="checkbox"/> Other real property (26)	Enforcement of Judgment
<input checked="" type="checkbox"/> Business tort/unfair business practice (07)	<input type="checkbox"/> Unlawful Detainer	<input type="checkbox"/> Enforcement of judgment (20)
<input type="checkbox"/> Civil rights (08)	<input type="checkbox"/> Commercial (31)	Miscellaneous Civil Complaint
<input type="checkbox"/> Defamation (13)	<input type="checkbox"/> Residential (32)	<input type="checkbox"/> RICO (27)
<input type="checkbox"/> Fraud (16)	<input type="checkbox"/> Drugs (38)	<input type="checkbox"/> Other complaint (not specified above) (42)
<input type="checkbox"/> Intellectual property (19)	<input type="checkbox"/> Judicial Review	Miscellaneous Civil Petition
<input type="checkbox"/> Professional negligence (25)	<input type="checkbox"/> Asset forfeiture (05)	<input type="checkbox"/> Partnership and corporate governance (21)
<input type="checkbox"/> Other non-PI/PD/WD tort (36)	<input type="checkbox"/> Petition re: arbitration award (11)	<input type="checkbox"/> Other petition (not specified above) (43)
Employment	<input type="checkbox"/> Writ of mandate (02)	
<input type="checkbox"/> Wrongful termination (38)	<input type="checkbox"/> Other judicial review (39)	
<input type="checkbox"/> Other employment (15)		

2. This case is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- a. Large number of separately represented parties
- b. Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
- c. Substantial amount of documentary evidence
- d. Large number of witnesses
- e. Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
- f. Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive

4. Number of causes of action (specify): Seven (see Attachment 1).

5. This case is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: June 13, 2014

Krista M. Enns

(TYPE OR PRINT NAME)


 (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

ATTACHMENT 1 TO CIVIL CASE COVER SHEET

Attorney: Krista M. Enns, Winston & Strawn LLP, Attorney for Cisco Systems, Inc.

Court: Superior Court of California, County of Santa Clara

Case Name: CISCO SYSTEMS, INC., a California Corporation, Plaintiff, v.
STMICROELECTRONICS, INC., a Delaware Corporation, and DOES 1 through
20, inclusive, Defendant.

4. Number of Causes of Action (*specify*): Seven:

- (1) Negligent Misrepresentation;
- (2) Negligent Interference with Prospective Economic Relations;
- (3) Negligent Interference with Contractual Relations;
- (4) Negligence;
- (5) Defamation;
- (6) Trade Libel; and
- (7) Intentional Misrepresentation

CM-010

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete Items 1 through 6 on the sheet. In Item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages; (2) punitive damages; (3) recovery of real property; (4) recovery of personal property; or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in Items 1 and 2: If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

Auto Tort

- Auto (22)–Personal Injury/Property
- Damage/Wrongful Death
- Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death)**Tort**

- Asbestos (04)
- Asbestos Property Damage
- Asbestos Personal Injury/ Wrongful Death
- Product Liability (*not asbestos or toxic/environmental*) (24)
- Medical Malpractice (45)
- Medical Malpractice—
 Physicians & Surgeons
- Other Professional Health Care
 Malpractice
- Other PI/PD/WD (23)
- Premises Liability (e.g., slip and fall)*
- Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
- Intentional Infliction of Emotional Distress
- Negligent Infliction of Emotional Distress
- Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

- Business Tort/Unfair Business Practice (07)
- Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
- Defamation (e.g., slander, libel) (13)
- Fraud (16)
- Intellectual Property (19)
- Professional Negligence (25)
- Legal Malpractice
- Other Professional Malpractice (*not medical or legal*)
- Other Non-PI/PD/WD Tort (35)

Employment

- Wrongful Termination (36)
- Other Employment (15)

CASE TYPES AND EXAMPLES

- Contract**
 - Breach of Contract/Warranty (06)
 - Breach of Rental/Lease
 - Contract (*not unlawful detainer or wrongful eviction*)
 - Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
 - Negligent Breach of Contract/Warranty
 - Other Breach of Contract/Warranty
 - Collections (e.g., money owed, open book accounts) (09)
 - Collection Case—Seller Plaintiff
 - Other Promissory Note/Collections Case
 - Insurance Coverage (*not provisionally complex*) (18)
 - Auto Subrogation
 - Other Coverage
 - Other Contract (37)
 - Contractual Fraud
 - Other Contract Dispute
- Real Property**
 - Eminent Domain/Inverse Condemnation (14)
 - Wrongful Eviction (33)
 - Other Real Property (e.g., quiet title) (26)
 - Writ of Possession of Real Property
 - Mortgage Foreclosure
 - Quiet Title
 - Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)
- Unlawful Detainer**
 - Commercial (31)
 - Residential (32)
 - Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)
- Judicial Review**
 - Asset Forfeiture (05)
 - Petition Re: Arbitration Award (11)
 - Writ of Mandate (02)
 - Writ—Administrative Mandamus
 - Writ—Mandamus on Limited Court Case
 - Case Matter
 - Writ—Other Limited Court Case Review
- Other Judicial Review (39)**
 - Review of Health Officer Order
 - Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal.)

- Rules of Court Rules 3.400–3.403**
 - Antitrust/Trade Regulation (03)
 - Construction Defect (10)
 - Claims Involving Mass Tort (40)
 - Securities Litigation (28)
 - Environmental/Toxic Tort (30)
 - Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)
- Enforcement of Judgment**
 - Enforcement of Judgment (20)
 - Abstract of Judgment (Out of County)
 - Confession of Judgment (*non-domestic relations*)
 - Sister State Judgment
 - Administrative Agency Award (*not unpaid taxes*)
 - Petition/Certification of Entry of Judgment on Unpaid Taxes
 - Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

- RICO (27)
- Other Complaint (*not specified above*) (42)
- Declaratory Relief Only
- Injunctive Relief Only (*non-harassment*)
- Mechanics Lien
- Other Commercial Complaint Case (*non-tort/non-complex*)
- Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

- Partnership and Corporate Governance (21)
- Other Petition (*not specified above*) (43)
- Civil Harassment
- Workplace Violence
- Elder/Dependent Adult Abuse
- Election Contest
- Petition for Name Change
- Petition for Relief From Late Claim
- Other Civil Petition

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10 Attorneys for Plaintiff
CISCO SYSTEMS, INC.
11
12
13
14
15

(ENDORSED)
FILED
JUN 13 2014
DAVID H. YAMASAKI
Chief Executive Officer/Clerk
Superior Court of CA, County of Santa Clara
By _____ Deputy
GJ

Winston & Strawn LLP
101 California Street
San Francisco, CA 94111-5802

16 CISCO SYSTEMS, INC., a California
Corporation,
17 Plaintiff,
18 v.
19 STMICROELECTRONICS, INC., a Delaware
Corporation, and DOES 1 through 20, inclusive,
20 Defendant.
21
22

114CV266581
Case No.

COMPLAINT FOR:

(1) NEGLIGENCE MISREPRESENTATION;
(2) NEGLIGENCE INTERFERENCE WITH
PROSPECTIVE ECONOMIC
RELATIONS;
(3) NEGLIGENCE INTERFERENCE WITH
CONTRACTUAL RELATIONS;
(4) NEGLIGENCE;
(5) DEFAMATION;
(6) TRADE LIBEL; AND
(7) INTENTIONAL
MISREPRESENTATION.

BY FAX

23 JURY TRIAL DEMANDED
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COMPLAINT

1 Plaintiff, Cisco Systems, Inc. ("Cisco"), against Defendant STMicroelectronics, Inc. ("ST
 2 Micro") alleges:

3 **NATURE OF THE ACTION**

4 1. Cisco spent several years and considerable resources developing business
 5 relationships with cable companies in India, so that they deployed Cisco set-top boxes in connection
 6 with their cable television services. India is an important geographic market for Cisco, generally,
 7 and for Cisco's set-top box business in particular. As a result of its efforts, by mid-2013, Cisco had
 8 secured business relationships with nine of the leading cable companies in India and was the leading
 9 digital cable supplier to the country.

10 2. Cisco's business relationships with its customers were significantly injured as a result
 11 of the actions and inactions of ST Micro. ST Micro manufactured chips that were used in the power
 12 supply units of some of the set-top boxes Cisco sold to its customers in India (the 3410DVB series).
 13 The chips, however, were defective and caused Cisco's set-top boxes to fail. The problem was so
 14 pervasive, Cisco ultimately instructed its factory to stop the production line.

15 3. This failure may have had limited consequences for Cisco's business relationships in
 16 India had ST Micro properly investigated the defect and communicated accurate information to
 17 Cisco. ST Micro did neither. ST Micro first told Cisco that the failure rate associated with these
 18 defective chips was less than 1% and then, after conducting an inadequate investigation, ST Micro
 19 told Cisco that production lots with "Date Codes" 309 and higher did not contain defective chips.
 20 Cisco relied on those representations when it decided to (a) continue supplying its customers with
 21 set-top boxes, (b) restart its production line, (c) fix inoperative set-top boxes in the field, (d)
 22 preemptively fix set-top boxes not yet in the field, and (e) assure its customers that the problem was
 23 narrow in scope and had been solved.

24 4. ST Micro's representations were false. The failure rate was well above 1% and the
 25 defective chips were not limited to those production lots. Therefore, Cisco's factory made over
 26 400,000 set-top boxes with chips from production lots that had defective chips and Cisco used chips
 27 from defective production lots to repair and remediate set-top boxes. As a result, Cisco's customers
 28

Winston & Strawn LLP
 101 California Street
 San Francisco, CA 94111-5002

1 continued to receive and place with their customers set-top boxes with defective chips from ST
2 Micro.

3 5. ST Micro's conduct devastated Cisco's business relationships with its customers in
4 India. These customers received defective set-top boxes as a result of ST Micro's faulty chips, had
5 to handle a large number of consumer returns as a result of the defective product, were told by Cisco
6 that the problem had been remedied, then received and/or deployed another set of defective set-top
7 boxes as a result of ST Micro's chips, and, again, had to handle a large number of consumer returns.

8 6. Cisco's customers cancelled their current and future orders of the impacted Cisco set-
9 top box (the 3410DVB) as a result of this series of events, as well as future orders for Cisco's next
10 generation set-top box (the 3510DVB). These lost orders cost Cisco tens of millions of dollars.
11 Cisco has also spent tens of millions of dollars as part of its remediation efforts in reliance on ST
12 Micro's representations.

13 7. ST Micro had a duty to investigate and communicate truthfully with Cisco regarding
14 the defective chips. ST Micro knew Cisco was relying on ST Micro to investigate and provide
15 accurate information that Cisco would use to make business decisions and communicate with its
16 customers. ST Micro breached its duty to investigate and to communicate accurately with Cisco.
17 Cisco seeks recovery of the costs and lost profits caused by these breaches of duty.

THE PARTIES

19 8. Plaintiff Cisco is, and at all times mentioned herein was, a corporation duly organized
20 and existing under the laws of the State of California, with its principal place of business in San Jose,
21 California 95134.

22 9. On information and belief, defendant STMicroelectronics, Inc. is, and at all times
23 mentioned herein was, a corporation duly organized and existing under the laws of the State of
24 Delaware, licensed to conduct business within the State of California and maintaining offices at
25 2525 Augustine Drive, Santa Clara, California 95054.

26 10. As discussed below, ST Micro has been one of Cisco's suppliers for its set-top box
27 business and other products for several years. ST Micro has represented to Cisco that it considers
28 the relationship to be a partnership rather than merely a supplier/manufacturer relationship. ST

1 Micro and Cisco frequently discuss current and future products and offerings as well as the role ST
2 Micro can play with those products. Through these recurring interactions, on information and belief,
3 ST Micro understands that Cisco relies on ST Micro to provide accurate information, good and bad,
4 regarding its products. On information and belief, ST Micro understands that this level of trust has
5 been a necessary part their relationship with Cisco.”

6 11. Cisco does not know the true names or capacities of defendants sued as Does 1
7 through 20, inclusive, but is informed and believes and thereon alleges that each fictitiously named
8 defendant is in some way responsible for the events and occurrences herein alleged and for Cisco's
9 injuries and damages. Cisco will amend this Complaint to show their true names and capacities
10 when ascertained. Each reference in this Complaint to "defendant," "Defendant," or "ST Micro," or
11 refers also to all defendants sued under fictitious names.

12. At all times relevant to this action, each of the defendants was the agent, servant or
13 employee of each of the other defendants, and in doing the acts herein alleged, was acting within the
14 course and scope of such agency, employment or representation, with the knowledge, consent, and
15 approval of each of the other defendants.

JURISDICTION AND VENUE

17 13. This Court has jurisdiction over all causes of action asserted herein, and venue is
18 proper in this Court, because (a) a U.S. employee of ST Micro, acting on behalf of and with
19 authorization from ST Micro, made one of the misrepresentations at issue to various Cisco U.S.-
20 based employees, including one in this County; (b) ST Micro interfered with contractual relations
21 and prospective contractual relations harming Cisco in this County; (c) ST Micro conducts business
22 in and maintains operations in this County; (d) ST Micro has sufficient minimum contacts with
23 California so as to render the exercise of jurisdiction by the California courts permissible under
24 traditional notions of fair play and substantial justice; and, (e) a substantial portion of the
25 transactions and events giving rise to this Complaint occurred in this County.

RELEVANT FACTS

Cisco discovers significant problems with set-top boxes sold in India

3 14. For the last several years, Cisco has devoted significant resources to developing
4 business relationships with cable companies in India. With respect to Cisco's set-top box business,
5 Cisco sells the set-top boxes to a cable company (commonly referred to as a "MSO" or Multi-
6 System Operator). The cable company, in turn, sells or leases the set-top boxes to Local Cable
7 Operators ("LCOs"). The LCOs have contracts with and provide set-top boxes to consumers in their
8 personal homes or offices.

9 15. As a result of its considerable efforts, by mid-2013, Cisco had become the largest
10 supplier of digital cable set-top boxes in India. Cisco had business relationships with nine of the
11 largest cable companies in India, including Hathway Cable & Datacom Limited, DEN Networks
12 Limited, Gujarat Telelink Private Limited (GTPL), Manthan Broadband Services Private Limited,
13 Asianet Satellite Communications Limited, and Fastway Transmission Private Limited. Cisco
14 shipped approximately 6.4 million set-top boxes to its customers between January 2012 and June
15 2013 alone. During this period, Cisco anticipated this geographic market would continue to be a
16 profitable line of business for the remainder of CY 2013 and beyond.

17 16. Cisco's business in India and its relationship with its cable companies began to
18 encounter problems during the first half of CY 2013. During that period, Cisco started to notice a
19 sharp increase in the number of set-top box warranty returns in India. Consumers simply could not
20 turn on their Cisco set-top boxes; or the boxes would suddenly turn on and off, eventually failing.

21 17. Consumers started to return Cisco's set-top boxes to the LCOs in droves. The LCOs,
22 in turn, sent the returned set-top boxes to Cisco's cable-company customers. Neither the LCOs nor
23 the cable companies were equipped to handle the volume of the returns. In general, set-top boxes
24 fail at a rate of less than 1%. During this period, Cisco's set-top boxes in India failed at a rate of
25 about 8%—a failure rate well beyond what is expected in the industry and by Cisco's customers.

26 18. Cisco did not know what was causing the failure when consumers started to return the
27 set-top boxes. Nor did Cisco know that the failure rate in the first half of 2013 was merely the

beginning of a problematic trend. Unaware of any underlying problem or root cause, Cisco continued to sell and ship set-top boxes to its customers in India.

3 19. The failure problem, however, did not subside. Cisco's customers grew increasingly
4 frustrated with the inordinate high failure rate, the volume of returns, and the perception by its
5 customers that Cisco's set-top boxes were not reliable. Eventually, the situation became so
6 problematic that Cisco instructed its set-top box factory to stop all manufacturing until the problem
7 could be isolated and fixed.

ST Micro caused the set-top box failures Cisco experienced in India

9 20. Each set-top box has within it a power supply unit (“PSU”). The PSU for Cisco’s
10 3410DVB series contained a critical silicon chip which helps regulate the power flowing from an
11 electrical outlet to the set-top box. In 2012 and 2013, the silicon chips used for the 3410DVB series
12 were manufactured by ST Micro. The specific chip used was ST Micro’s Viper17LN chip.

13 21. On information and belief, ST Micro manufactured Viper17LN chips in Italy until
14 about late 2012. At that point, ST Micro moved its Viper17LN chip manufacturing to Singapore.
15 ST Micro's decision to move its manufacturing to Singapore proved disastrous for Cisco. On
16 information and belief, after ST Micro moved its manufacturing operation, ST Micro allowed a
17 contaminant to be introduced into the manufacturing process. ST Micro failed to comply with and
18 abide by the general manufacturing standards that would have prevented and detected this
19 contamination.

20 22. The Viper17LN chips that contained this contaminant experienced excessive
21 electrical current drain in a particular part of the chip, causing the chips to overheat to the point of
22 failure. These particular silicon chips have thermal protection circuitry, which is designed to help
23 protect the chip from overheating. On information and belief, the thermal protection circuitry in ST
24 Micro's Viper17LN chips was not working properly. Therefore, as the Viper17LN chips
25 overheated, they drew too much current, causing the chips to overheat and fail. Once a set-top box's
26 Viper17LN chip failed, the set-top box was rendered inoperable until the chip was replaced. The
27 set-top box has no means to power up without a functioning chip.

1 23. ST Micro was the root cause of Cisco's problem. Cisco's factory was using
2 ST Micro's contaminated chips to manufacture the set-top boxes sold to Cisco's cable customers.
3 Consumers in India received these set-top boxes and, after some usage, discovered their boxes no
4 longer would turn on. This failure led them to return the boxes to the LCOs, who returned them to
5 the cable companies, who, in turn, notified Cisco of their concern and frustration. All the while, the
6 problem was a chip manufactured by ST Micro.

7 *ST Micro initially denies responsibility but then represents
8 that the problem is simply a minor one.*

9 24. After considerable time and effort, Cisco was able to determine that the majority of
10 the set-top box returns were due to PSU failure caused by the ST Micro Viper17LN chips
11 overheating. ST Micro was not forthcoming with Cisco concerning the problem. Nor did ST Micro
12 publish any notice to its customers, in general, notifying them of the problem. Instead, ST Micro left
13 the contaminated chips in the marketplace, some of which ended up in Cisco's set-top boxes.

14 25. Once Cisco determined that the Viper17LN was the cause of the problem, Cisco and
15 ST Micro began to communicate directly about how to identify defective chips. Cisco conveyed to
16 ST Micro the severity of the situation, detailing to ST Micro the loss of customer confidence that
17 Cisco was starting to see in the India market. Cisco told ST Micro that it needed to know which of
18 the already-manufactured set-top boxes required a replacement chip and which of the already-
19 manufactured set-top boxes had functioning chips that could be used in set-top boxes and shipped to
20 customers. ST Micro understood that this was critical information for Cisco, and that Cisco was
21 relying on ST Micro to provide this information.

22 26. Initially, ST Micro had no answers and denied that its chip was the source of the
23 problem. ST Micro did not provide Cisco any means to identify which chips were contaminated
24 and, therefore, defective. ST Micro's inability to provide identification information was problematic
25 in and of itself. Cisco could not inform its customers when they could expect to receive repairs to
26 the existing set-top boxes and/or new, replacement boxes. ST Micro's lack of diligence, at this
27 point, exacerbated the customer satisfaction problem it had created.

28

1 27. ST Micro eventually acknowledged that the Viper17LN chips were contaminated and
2 causing the problem. However, ST Micro misrepresented the scope of the contamination and
3 impact. ST Micro told Cisco that the failure rate for the chip was less than 1% due to the
4 contamination. Relying on this representation, Cisco continued using these chips in its
5 manufacturing operations and awaited further guidance from ST Micro regarding which chips were
6 contaminated. However, ST Micro still could not provide Cisco a way to identify the contaminated
7 chips.

8 28. ST Micro's representation and delay meant that Cisco's customers continued to
9 receive shipments of faulty set-top boxes. In general, it takes at least two to three months from the
10 time a Cisco set-top box is manufactured to the time it is delivered to cable customers in India.
11 Cisco set-top boxes are manufactured in China and thereafter, are generally shipped by boat from
12 Asia to India. Accordingly, Cisco had faulty set-top boxes on boats to India while ST Micro was
13 attempting to figure out a way to identify which set-top boxes contained its contaminated chips.

14 29. Cisco could not allow its customers to bear all the expenses caused by ST Micro's
15 failures and lack of diligence. As Cisco awaited further direction from ST Micro, Cisco—at its own
16 cost—retrieved the faulty and potentially faulty set-top boxes. With respect to actual field failures,
17 Cisco picked the boxes up from the MSOs directly. With respect to boxes not-yet-deployed, Cisco
18 either picked them up from the customer's warehouse or at the port when they arrived at customs.
19 All collected boxes were taken to one of Cisco's four remediation centers in India.

20 30. The situation was dire for Cisco's customers. They were overwhelmed with returns,
21 Cisco could not fix the defective set-top boxes, and Cisco could not provide them with replacement
22 boxes. Yet the only information ST Micro had provided to Cisco was that the failure rate was less
23 than 1%. Customers continued to express their frustration to Cisco and Cisco, in turn, conveyed its
24 frustration to ST Micro.

25 31. Cisco stressed the severity and urgency of the situation when discussing the set-top
26 box issue with ST Micro. Cisco told ST Micro that its customers were frustrated and losing
27 confidence in Cisco's ability to deliver and service a quality product. Cisco also stressed to ST
28 Micro that it needed to have a method to determine which Viper17LN chips contained the

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1 contaminant because any affected chip ultimately would fail, causing the set-top box to fail. ST
 2 Micro acknowledged the severity and urgency of the situation and indicated it would provide Cisco
 3 the information it needed. In short, ST Micro knew that the consequence of inaccurate information
 4 would be substantial financial damages to Cisco, and a catastrophic erosion of customers'
 5 confidence in Cisco. Despite that, the information ST Micro provided was inaccurate.

6 *ST Micro represents that Viper chips with Date Codes 309 and higher were
 7 unaffected by the problems and fit to ship*

8 32. Having vast quantities of potentially defective set-top boxes that were returned by
 9 customers, in transit, and at its factory, Cisco needed a way to identify which Viper17LN chips were
 10 affected by that contaminant and which were not. Cisco told ST Micro it needed that critical
 11 information.

12 33. On or about June 28, 2013, ST Micro provided that information. An ST Micro
 13 employee—who, on information and belief, is U.S.-based and was authorized to communicate with
 14 Cisco on ST Micro's behalf—sent an email to various Cisco employees, including a number of
 15 Cisco's U.S.-based employees, one of whom was based in San Jose. The email reads: "Please find
 16 attached the complete lot list in the excel file As per your request I left all the lot #'s in the list
 17 i.e. good and bad. I highlighted them in different colors. . . . yellow are the lots affected, *green are*
 18 *not affected* and orange have a mix of good tracecode and bad ones." (Emphasis added.) A true and
 19 correct copy of this email and its attachments is attached hereto as Exhibit A. The first exhibit is
 20 Tab 1 behind Exhibit A and the second exhibit is Tab 2.

21 34. With this email and spreadsheet, and through contemporaneous communications with
 22 the Cisco employees responsible for the set-top box production, ST Micro represented to Cisco that
 23 Cisco could identify the ST Micro production lots that may have defective chips by "Date Code."
 24 Where to find the Date Code on a Viper17LN chip is illustrated by Exhibit A, Tab 1.

25 35. According to ST Micro, none of the Viper17LN chips with Date Codes 309-322 were
 26 affected by the contaminant issue. As shown in Exhibit A, all Date Codes prior to Date Code 309
 27 are highlighted in yellow or orange. Date Codes 309-322 are highlighted in green. A green
 28

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1 highlighting meant, according to ST Micro, that the chips were “not affected” and, therefore, could
2 be used to remediate existing and build new set-top boxes.

3 36. Based on prior communications between Cisco and ST Micro, ST Micro was aware
4 that Cisco intended to use this information to (a) provide direction to its set-top box factory with
5 respect to re-starting the set-top box production line; (b) remediate already-manufactured set-top
6 boxes that had not yet shipped, the shipped boxes that the customers refused to accept, and the boxes
7 returned to Cisco through the warranty-repair process; and (c) reach out to its customers in India to
8 provide assurances that the problem had been isolated and resolved, and that good set-top boxes
9 would soon be on the way.

Cisco relies on ST Micro's representation and re-starts manufacturing, repairs already-existing set-top boxes, and provides assurances to its customers.

12 37. Cisco took several steps in reliance on the representation from ST Micro that chips
13 having a Date Code 309 and above were not affected by the contaminant. On information and
14 belief, ST Micro knew and understood that Cisco would take these steps based on its representation.

15 38. First, Cisco instructed its set-top box factory to re-start manufacturing using PSUs
16 containing Viper17LN chips with Date Codes 309 and above. Approximately 436,756 set-top boxes
17 were manufactured between July and September 2013. This was an expensive and costly process.

18 39. Second, Cisco replaced any Viper17LN chip with a Date Code of 308 and lower in
19 already-manufactured set-top boxes—including those at the factory, those in transit (once they
20 arrived in India), and those returned by customers—with Viper17LN chips that had a Date Code of
21 309 and higher. This was an expensive and costly process.

22 40. Third, Cisco explained to its customers that the root cause for the PSU failures had
23 been identified, it could fix the already-manufactured set-top boxes, manufacturing had
24 recommenced so Cisco could meet existing orders, and set-top boxes that would not have the
25 problems exhibited by the earlier set-top boxes were on the way. Indeed, in or about August 2013,
26 Cisco expressly assured one of its largest customers that the approximately 100,000 set-top boxes
27 that had shipped would not suffer from the same issue.

28 | *ST Micro admits that its representations were false*

1 41. Cisco ultimately learned that ST Micro's representations were false. The failure rate
 2 associated with the Viper17LN chips was far greater than 1%. And, Viper17LN chips with Date
 3 Codes 309-320 continued to fail at substantially higher rates, just as those chips with Date Codes
 4 lower than 309. This higher failure rate was due to the same contaminant issue that had plagued the
 5 Viper17LN chips with Date Codes 308 and lower.

6 42. ST Micro's misrepresentations had dire consequences for Cisco. Many of the new
 7 Cisco set-top boxes manufactured after June 28, 2013 had the same problem as those manufactured
 8 before with defective Viper17LN chips—the chips would overheat and stop working, thus
 9 preventing the set-top boxes from turning on. Similarly, many of the set-top boxes that received
 10 replacement Viper17LN chips after June 28, 2013 had the same problem. Thus, Cisco's remediation
 11 efforts were wasted.

12 43. ST Micro ultimately admitted that its June 28 representation was false. ST Micro
 13 gave Cisco a written statement it could distribute to its customers in India in which it admitted that
 14 Viper17LN chips with Date Codes beyond 309 were defective:

15 STMicroelectronics manufactures the Viper17LN chip used in the
 16 power supply module of Cisco's 3410DVB set-top box. Some lots of
 17 the Viper17LN device (specifically lots with date codes 229 to 319)
 18 have a higher failure rate. The Viper17LN chip manufacturing
 19 problem has been resolved, but unfortunately, some of the lots with the
 higher failure rate were released to customers and some were used in
 Cisco's products. As detailed in our specific 8D reports, when these
 parts fail, they induce a failure in Cisco's product. The Viper17LN
 contribution to Cisco's 3410DVB failures is acknowledged.¹

20 A true and correct copy of the email chain containing this email—sent by a U.S.-based ST Micro
 21 employee authorized to speak on behalf of ST Micro (Aymeric Gisselbrecht²) to various U.S.-based
 22 Cisco employees—is attached hereto as Exhibit B. As explained by Mr. Gisselbrecht:

23 ¹ On information and belief, ST Micro creates an "8D report" after it conducts a failure
 24 analysis on its products.

25 ² Mr. Gisselbrecht is "Director, Global Corporate Strategic Account – Cisco" and has "[g]lobal
 26 responsibility for sales and sales operations for key account Cisco." LinkedIn,
 27 <http://www.linkedin.com/in/aymericgisselbrecht> (last visited May 15, 2014). Mr. Gisselbrecht's
 28 email was carbon copied to Bob Krysiak and John Rossi. On information and belief, Mr. Krysiak is
 Executive Vice President and President, Americas Region of ST Microelectronics, N.V. On
 information and belief, Mr. Rossi is Senior Vice President of Worldwide Sales of ST
 Microelectronics, N.V.

I hope [the statement] is enough to meet your need of being able to confirm to your Indian customers that some of the PSU failures are caused by ST's Viper.

3 44. Unfortunately, ST Micro's acknowledgement that its Viper17LN chips caused the
4 failures was too little and too late. ST Micro's earlier misrepresentations had eliminated the
5 goodwill that Cisco had previously cultivated with its customers in India.

Cisco's customers and partners terminate their business relationships

7 45. ST Micro's misrepresentations caused considerable economic damage to Cisco. First,
8 Cisco's customers demanded a variety of concessions, which cost Cisco tens of millions of dollars.
9 Cisco would not have been required to make these concessions had it not been for ST Micro's
10 misrepresentations. Second, Cisco obviously could not charge its customers for set-top boxes that
11 would fail. This meant Cisco spent money manufacturing and shipping defective boxes that it could
12 not sell. Third, Cisco's customers refused to clear customs on any further shipments. These
13 shipments languished at customs, generating storage costs that Cisco ended up paying before it was
14 forced to collect those products from customs and incurring further shipping and transportation
15 costs.

16 46. Yet, customer confidence was a greater loss for Cisco. Cisco's customers were irate.
17 Cisco's customers believed Cisco either was lying to them in June when it assured them the problem
18 was isolated and fixed or simply did not know what it was doing. Neither of these options was
19 acceptable. As a result of ST Micro's misrepresentations and the steps Cisco took in reliance on
20 these misrepresentations, Cisco's customers lost confidence in Cisco and its ability to address set-top
21 box problems. Therefore, Cisco's customers were no longer willing to buy set-top boxes from
22 Cisco.

23 47. Order cancellation of the 3410DVB series was pervasive. As a result, Cisco was left
24 with millions of dollars of set-top box raw materials it had purchased based on then-existing orders
25 and sales forecasts. Not only did customers cancel their existing orders—resulting in debookings—
26 they refused to place new orders for the 3410DVB series. Cisco's set-top box business in India dried
27 up almost instantly after this second wave of defective Viper17LN chips. Cisco lost existing and
28 future business for its successful 3410DVB as a result of ST Micro's misrepresentations.

1 48. Cisco also lost sales of its next generation set top (the 3510DVB) with customers who
2 were affected by the contaminated chips. Prior to ST Micro's misrepresentations, Cisco had been
3 developing the 3510DVB, had already ordered raw materials required to manufacture this product,
4 and had begun arranging sales of this product with its customers. After ST Micro's
5 misrepresentations, Cisco's customers indicated that they would not be placing orders for Cisco's
6 3510DVB due to its lack of confidence with Cisco stemming from ST Micro's various
7 misrepresentations. ST Micro's misrepresentations cost Cisco these sales.

8 49. In or about October 2013, in an attempt to salvage the business, various Cisco
9 employees travelled to India to meet with the “C-Level” executives of its customers. It was a very
10 painful experience. The executives accused Cisco of intentionally lying, demonstrating the erosive
11 effect ST Micro’s actions had on Cisco’s reputation and business relationships.

12 50. Moreover, two customers told Cisco that an ST Micro employee had visited them and
13 told them the Viper17LN chips were not defective. According to the customers, the ST Micro
14 employee explained that the problem was Cisco's fault because Cisco was manufacturing poor-
15 quality set-top boxes and dumping them in India. On information and belief, the employee making
16 these statements was authorized by ST Micro to communicate with these customers and was acting
17 as ST Micro's agent, and on its behalf, when communicating with these customers.

18 51. Ultimately, there was nothing Cisco could do. By this time many of Cisco's
19 customers had no further interest in purchasing Cisco set-top boxes. Cisco lost tens of millions of
20 dollars in orders and future sales for the 3410DVB and 3510DVB as a result of ST Micro's lack of
21 due diligence and misrepresentations.

FIRST CAUSE OF ACTION

(Negligent Misrepresentation)

Against All Defendants

25 | 52. Cisco incorporates the allegations of paragraphs 1-51 of this Complaint.

53. Before and after Cisco and ST Micro began to engage directly over the Viper17LN chip issue, ST Micro had a duty to provide true and accurate information about the issues with the Viper17LN chips.

1 54. ST Micro represented to Cisco that (a) the failure rate of these chips was less than 1%
2 and (b) chips with Date Codes numbered 309 and higher were “not affected” by the manufacturing
3 issue plaguing Viper chips with earlier Date Codes.

4 55. ST Micro made these representations intending Cisco to rely on them.

56. Cisco, in fact, relied on these representations and its reliance was reasonable.

6 57. These representations were not true.

7 58. On information and belief, ST Micro had no reasonable grounds for believing the
8 representations were true when made. On information and belief, ST Micro failed to adequately
9 investigate the failure rate of Viper17LN chips and the failure of Viper17LN chips with Date Codes
10 309 and higher, and its investigation failed to comply with established and basic industry quality
11 control standards, especially given that Cisco had communicated to ST Micro that inaccurate
12 information would have devastating consequences for Cisco.

13 59. As a direct and proximate result of its reliance on ST Micro's misrepresentations,
14 Cisco suffered damages in an amount to be determined at trial, which amount includes, but is not
15 limited to, costs of manufacturing, repair and replacement, shipping, storage, customs, debookings,
16 and future lost sales.

SECOND CAUSE OF ACTION

(Negligent Interference with Prospective Economic Relations)

Against All Defendants

20 || 60. Cisco incorporates the allegations of paragraphs 1-59 of this Complaint.

21 61. At all relevant times, Cisco had business relationships with its existing customers and
22 partners that included the likelihood of future economic benefit through these relationships.

23 62. ST Micro knew or should have known that Cisco had economic relationships with its
24 existing customers and partners that included the likelihood of future economic benefit to Cisco.

25 63. ST Micro knew or should have known that Cisco would rely on ST Micro's
26 representation that the failure rate was less than 1% and ST Micro's June 28, 2013 representation,
27 and relay that information to Cisco's customers and partners which would impact Cisco's
28 relationships with its existing customers.

1 64. ST Micro knew or should have known that Cisco's relationship with existing
2 customers would be impacted by ST Micro falsely claiming that the failures of Cisco's set-top boxes
3 were Cisco's fault because Cisco was manufacturing poor-quality set-top boxes and dumping them
4 in India.

5 65. ST Micro's conduct fell below the reasonable standard of care owed to Cisco.

6 66. ST Micro's misrepresentations and communication with Cisco's customers and
7 partners have interfered with Cisco's prospective economic relations with those customers and
8 partners.

9 | 67. ST Micro's actions have caused Cisco economic harm.

10 68. As a direct and proximate result of ST Micro's acts as alleged herein, Cisco has
11 suffered damages in an amount to be determined at trial which amount includes, but is not limited to,
12 costs of manufacturing, repair and replacement, shipping, storage, customs, debookings, and future
13 lost sales.

THIRD CAUSE OF ACTION

(Negligent Interference with Contractual Relations)

Against All Defendants

7 69. Cisco incorporates the allegations of paragraphs 1-68 of this Complaint.

8 70. Cisco had contracts with existing customers and partners with whom they enjoyed
9 economic advantage.

71. ST Micro knew or should have known that Cisco had contracts with its existing customers and partners.

72. ST Micro knew or should have known that its representation about the failure rate and June 28, 2013 representation and subsequent accusation that Cisco was dumping poor quality product in India would disrupt Cisco's contractual relations with its existing customers and partners.

73. ST Micro's conduct fell below the reasonable standard of care owed to Cisco.

74. ST Micro's conduct has in fact disrupted and interfered with Cisco's contractual agreements and economic advantage with those customers and partners.

1 75. ST Micro's actions made Cisco's performance of its contracts with its customers and
2 partners more expensive and more difficult, and negatively impacted Cisco's contractual relationship
3 with its customers and partners.

4 76. As a direct and proximate result of ST Micro's acts as alleged herein, Cisco has
5 suffered damages in an amount to be determined at trial which amount includes, but is not limited to,
6 costs of manufacturing, repair and replacement, shipping, storage, customs, debookings, and future
7 lost sales.

FOURTH CAUSE OF ACTION

(Negligence)

Against All Defendants

77. Cisco incorporates the allegations of paragraphs 1-76 of this Complaint.

78. Before and after Cisco and ST Micro began to engage directly over the Viper17LN chip issue, ST Micro had a duty to provide true and accurate information about the issues with the Viper17LN chips.

15 79. ST Micro breached that duty when it represented to Cisco that the failure rate of the
16 contaminated chips was less than 1% and that Viper17LN chips with Date Codes numbered 309 and
17 higher were “not affected” and failed to correct these misrepresentations in a timely manner.

18 80. As a direct and proximate result of ST Micro's negligent conduct, Cisco suffered
19 damages in an amount to be determined at trial, which amount includes, but is not limited to, costs of
20 manufacturing, repair and replacement, shipping, storage, customs, and future lost sales.

FIFTH CAUSE OF ACTION

(Defamation)

Against ST Micros

81. Cisco incorporates the allegations of paragraphs 1-80 of this Complaint.

25 82. On information and belief, ST Micro made statements to two of Cisco's customers
26 that were of and concerning Cisco and understood by the customers to be of and concerning Cisco.

1 83. In those statements, ST Micro falsely stated and implied that (a) the Viper17LN chips
2 were not defective, (b) the problem was Cisco's fault, and (c) Cisco was manufacturing poor quality
3 set-tops and dumping them in India.

4 84. Those statements were false because (a) the Viper17LN chips were defective, (b) the
5 problem was not Cisco's fault, and (c) Cisco was not intentionally "dumping" poor quality set-tops
6 in India.

7 85. These false statements and implications by ST Micro were unprivileged and
8 defamatory per se.

9 86. ST Micro acted with actual malice. On information and belief, ST Micro knew it was
10 factually inaccurate to state or imply that (a) the Viper17LN chips were not defective, (b) the
11 problem was Cisco's fault, and (c) Cisco was manufacturing poor quality set-tops and dumping them
12 in India. Alternatively, ST Micro acted with reckless disregard for the truth when it stated and
13 implied these facts. ST Micro had information available to it that cast substantial doubt on the
14 accuracy of its statements and implications.

15 87. As a direct and proximate result of ST Micro's acts as alleged herein, Cisco has
16 suffered reputational and actual damage in an amount to be determined at trial.

SIXTH CAUSE OF ACTION

(Trade Libel)

Against ST Micros

20 | 88. Cisco incorporates the allegations of paragraphs 1-87 of this Complaint.

21 89. On information and belief, ST Micro made statements to two of Cisco's customers
22 that were of and concerning Cisco and understood by the customers to be of and concerning Cisco

23 90. In those statements, ST Micro falsely stated and implied that (a) the Viper17LN chips
24 were not defective, (b) the problem was Cisco's fault, and (c) Cisco was manufacturing poor quality
25 set-tops and dumping them in India.

26 91. Those statements were false because (a) the Viper17LN chips were defective, (b) the
27 problem was not Cisco's fault, and (c) Cisco was not intentionally manufacturing poor quality set-
28 tops and dumping them in India.

1 92. ST Micro acted with actual malice. On information and belief, ST Micro knew it was
2 factually inaccurate to state or imply that (a) the Viper17LN chips were not defective, (b) the
3 problem was Cisco's fault, and (c) Cisco was manufacturing poor quality set-tops and dumping them
4 in India. Alternatively, ST Micro acted with reckless disregard for the truth when it stated and
5 implied these facts. ST Micro had information available to it that cast substantial doubt on the
6 accuracy of its statements and implications.

7 93. As a direct and proximate result of ST Micro's acts as alleged herein, Cisco has
8 suffered actual damages in an amount to be determined at trial.

SEVENTH CAUSE OF ACTION

(Intentional Misrepresentation)

Against All Defendants

94. Cisco incorporates the allegations of paragraphs 1-93 of this Complaint.

95. Before and after Cisco and ST Micro began to engage directly over the Viper17LN chip issue, ST Micro had a duty to provide true and accurate information about the issues with the Viper17LN chips.

16 96. ST Micro represented to Cisco that the chips had a failure rate of less than 1% and
17 that chips with Date Codes numbered 309 and higher were “not affected” by the manufacturing issue
18 plaguing Viper chips with earlier Date Codes.

97. ST Micro made these representations intending Cisco to rely on them.

98. Cisco, in fact, relied on these representations and its reliance was reasonable.

99. These representations were not true.

22 100. On information and belief, ST Micro knew that these representations were not true
23 when they were made and/or made these representations recklessly and without regard for their
24 truth. On information and belief, ST Micro knew it lacked a good faith basis representing to Cisco
25 that the failure rate of Viper17LN chips was less than 1% and chips with Date Codes 309 and higher
26 were not affected. Alternatively, on information and belief, ST Micro knew the failure rate was
27 greater than 1% and that chips with Date Codes 309 and higher were affected.

1 101. As a direct and proximate result of its reliance on ST Micro's misrepresentations,
2 Cisco suffered damages in an amount to be determined at trial, which amount includes, but is not
3 limited to, costs of manufacturing, repair and replacement, shipping, storage, customs, debookings,
4 and future lost sales.

PRAYER FOR RELIEF

Plaintiff Cisco prays for judgment against ST Micro as follows:

1. For damages in an amount to be proven at trial;
2. An award of litigation costs;
3. An award of interest as allowed by law; and
4. For other and further relief that the Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiff Cisco Systems, Inc. hereby demands a trial by jury of all issues so triable.

Winston & Strawn LLP
101 California Street
San Francisco, CA 94111-5802

Dated: June 13, 2014

WINSTON & STRAWN LLP

By: Krista M. Enns
Dan K. Webb
J. Erik Connolly
Krista M. Enns
Attorneys for Plaintiff
CISCO SYSTEMS, INC.

Exhibit A

From: Marietta AXISA
To: Vino Mody (modyv); Mark Penk (penkm); Kav Kavia (kaviak); Jing Li (lij); Samer Kassis (skassis); YIMIN LIU (yimiliu)
Cc: Blancky HO; William CHAN; Sergio Tommaso SPAMPINATO; Antonino MOTTA; Davide Simone TRAPANI; Michael S COSSON
Subject: RE: Viper date code VS. shipment & Failure rate projection
Date: Friday, June 28, 2013 11:46:03 AM
Attachments: VIPERMARKING.pdf
Copy of VIPER17LN shipments to Array.xls

Hi All,

Please find attached the complete lot list in the excel file that were shipped to Willas Array. As per your request I left all the lot #s in the list i.e. good and bad. I highlighted them in different colors. On the RHS of the lot sheet please find the explanation of what each color represents – yellow are the lots affected, green are not affected and orange have a mix of good tracecode and bad ones. I highlighted the bulk id (Col H) and date code (col G) so that you can easily identify this traceability information. As we discussed these are all the lots that are sent out to Willas Array but WA does not know which lots were shipped out to be built for Cisco's application. That has to be counterchecked with AMC.

Attached please find also a pdf doc that highlights where to find the bulk id on the label and also the device marking of the VIPER products.

While I am out on vacation you can contact my counterpart in Asia (Blancky) and I included as per your request her contact details inside this file. She is in copy of this email.

Please make sure that the ST internal team are in copy of all communications related to this issue i.e. Michael Cosson, Antonino Motta, Sergio Spampinato, Davide Trapani, Blancky Ho, William Chan (all in CC).

Hope this helps.

Regards,
Marietta

-----Original Appointment-----

From: Vino Mody (modyv) [mailto:modyv@cisco.com]
Sent: Thursday, June 27, 2013 10:20 PM
To: Vino Mody (modyv); Mark Penk (penkm); Kav Kavia (kaviak); Jing Li (lij); Samer Kassis (skassis); Marietta AXISA; Michael S COSSON; YIMIN LIU (yimiliu)
Subject: Viper date code VS. shipment & Failure rate projection
When: Friday, June 28, 2013 8:30 AM-9:30 AM (UTC-07:00) Mountain Time (US & Canada).
Where: WEB Call

Jing Li: Please feel free to forward the invitation to other teams that can help from Cisco and vendors

Agenda:

ST Input

1. Review Excel from ST on Viper shipments data by Date codes to their distributor
2. Does the distributor only ship to AMC or also to other users/companies?

3. Essentially, we need data for shipments going to AMC
4. Pending shipment status
5. Projection of Failure Rates

AMC

6. On hand status of good date code parts and built up power supplies with good date codes

Foxconn

7. Take inventory of power supplies on hand with good Viper date codes
8. Status of set tops built with good Viper parts

India Requirements

9. We estimate around 30,000 power supplies will be needed for swap of reboot failures in field and at repair as soon as possible
- 10.

Vino Mody invites you to an online meeting using WebEx.

Meeting Number: 306 546 448

Meeting Password: 123

To join this meeting (Now from mobile devices!)

1. Go to <https://cisco.webex.com/cisco/j.php?J=306546448&PW=NYjg3MzMzZmVh>
2. Enter the meeting password: 123
3. Click "Join Now".
4. Follow the instructions that appear on your screen.

ALERT:Toll-Free Dial Restrictions for (408) and (919) Area Codes

The affected toll free numbers are: (866) 432-9903 for the San Jose/Milpitas area and (866) 349-3520 for the RTP area.

Please dial the local access number for your area from the list below:

- San Jose/Milpitas (408) area: 525-6800
- RTP (919) area: 392-3330

To join the teleconference only

1. Dial into Cisco WebEx (view all Global Access Numbers at
http://cisco.com/en/US/about/doing_business/conferencing/index.html)

2. Follow the prompts to enter the Meeting Number (listed above) or Access Code followed by the # sign.

San Jose, CA: +1.408.525.6800 RTP: +1.919.392.3330

US/Canada: +1.866.432.9903 United Kingdom: +44.20.8824.0117

India: +91.80.4350.1111 Germany: +49.619.6773.9002

Japan: +81.3.5763.9394 China: +86.10.8515.5666

<http://www.webex.com>

CCP:+14085256800x306546448#

IMPORTANT NOTICE: This WebEx service includes a feature that allows audio and any documents and other materials exchanged or viewed during the session to be recorded. By joining this session, you automatically consent to such recordings. If you do not consent to the recording, discuss your concerns with the meeting host prior to the start of the recording or do not join the session. Please note that any such recordings may be subject to discovery in the event of litigation.

Tab 1

Bulk Label

-ST Internal-

Manufactured under Patents or Patents Pending

Assembled in: MALTA

Pb-free and Level Interconnect

MSL: 3 Bas seal date: 31 Dec 2004

PBT: 250 C Category: 81 ECOPACK

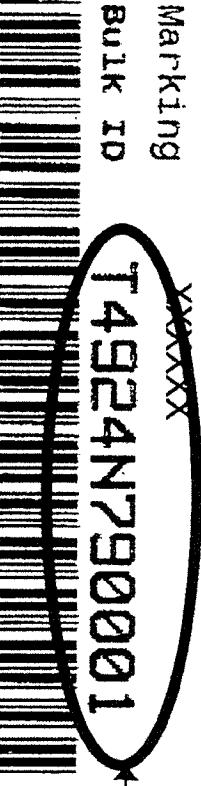
TYPE: E-ABCD
ABCD-LFI/

Total Qty: 2000

Trace code 22XXXXXX XX 22

Marking

Bulk ID



BULK ID

STMicroelectronics

Please provide the bulk ID for any inquiry

PBT defined in JEDEC J-STD-020 rev C

ECOPACK defined in spec 7191395



- ST Internal -

**FIELD QUALITY SUPPORT CONTACT IN ST
ASIA:**

BLANCKY HO

PHONE NO: +852 28615750

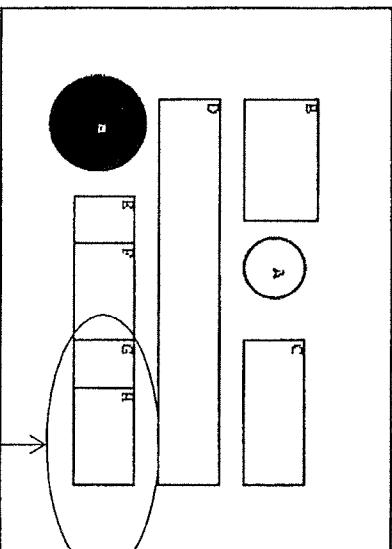
EMAIL:blancky.ho@st.com

MANAGER OF BLANCKY:

WILLIAM CHAN (william.chan@st.com)

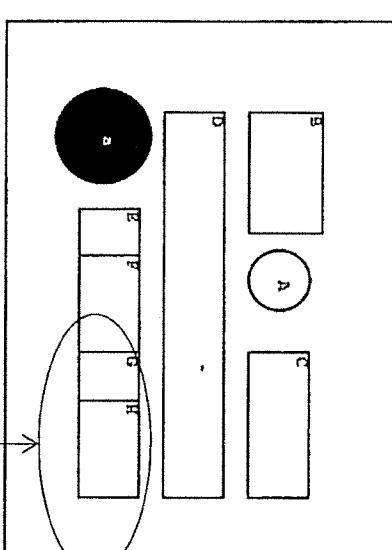


Device Marking for the VIPER17LN-5HF/ -ST Internal -

Instr for step (MAIN MARK 13) Marking/Alt /Routg 58411	
STEP TYPE	Marking
Marking Composition	CDI17617905 STANDARD ST
For MINIDIP .25	
PACKAGE FACE :	TOP
<u>LEGEND</u>	
<input checked="" type="checkbox"/>	Unmarkable Surface
<input type="checkbox"/>	Marking Composition Field
	
D-30171 - ASSY Plant <small>(P)</small>	
Comment	2nd digit of PP
F-30173	- BE Sequence <small>(L1)</small>
comment 2nd & 3rd digits of L1L	
G-30170 - ASSY Year <small>(Y)</small>	
H-30169 - ASSY Week <small>(WW)</small>	
CODE	COMPSN FLD TYPE
30168	<u>MARKING VALUE</u> VIPER17L
30172	e3 - logo size document ref: 7741034



Device Marking for the VIPER17LN-6LFST Internal -

Instr for step (MAIN MARK 13) Marking/Alt /Reutg 58411													
STEP TYPE Marking Marking Composition CD17617905 STANDARD ST For MINIDIP .25													
PACKAGE FACE : TOP													
LEGEND													
													
<input type="checkbox"/> Unmarkable Surface													
<input type="checkbox"/> Marking Composition Field													
<table border="1"> <tr> <td>a-511</td> <td>- PIN1-REF</td> </tr> <tr> <td>A-30172</td> <td>- Second lvl intct</td> </tr> <tr> <td>B-30165</td> <td>- STANDARD ST LOGO (000000)</td> </tr> <tr> <td>C-30167</td> <td>- COUNTRY OF ORIGIN</td> </tr> <tr> <td>D-30168</td> <td>- MARKING AREA (MAX CHAR ALLOWED = 3)</td> </tr> <tr> <td>E-30171</td> <td>- ASSY Plant (B)</td> </tr> </table>		a-511	- PIN1-REF	A-30172	- Second lvl intct	B-30165	- STANDARD ST LOGO (000000)	C-30167	- COUNTRY OF ORIGIN	D-30168	- MARKING AREA (MAX CHAR ALLOWED = 3)	E-30171	- ASSY Plant (B)
a-511	- PIN1-REF												
A-30172	- Second lvl intct												
B-30165	- STANDARD ST LOGO (000000)												
C-30167	- COUNTRY OF ORIGIN												
D-30168	- MARKING AREA (MAX CHAR ALLOWED = 3)												
E-30171	- ASSY Plant (B)												
comment 2nd digit of pp F-30173 - BE Sequence (M)													
<small>comment 2nd-6-3rd DIGITS OF M</small> G-30170 - ASSY Year (Y) H-30169 - ASSY Week (W)													
CODE	COMPOSN												
30168	VIPER17L												
30172	e3 - LOGO see document ref: 7741034												
MARKING AREA	FIELD TYPE												
Second_lvl_intct	MARKING VALUE												

Tab 2

Customer Name	Source lot	Ref(Ship#)	Ship product	Ship close date	Ship Qty	Date code	Ref(Bulk#)	Trace code	Bulk product	Bulk close date	Bulk Qty	Lot Number
ARRAY HK (SADA)	V5207962	'LGAKCL4LB	VIPER17LN-6LF/	20120921	80000	237	'T2438P/D0009	G4237068	VIPER17LN-6LF/	20120921	2,000	G4237068IW
ARRAY HK (SADA)	V5207962	'LGAKCL4LB	VIPER17LN-6LF/	20120921	80000	237	'T2438P/D0010	G4237068	VIPER17LN-6LF/	20120921	2,000	G4237068IW
ARRAY HK (SADA)	V5207962	'LGAKCL4LB	VIPER17LN-6LF/	20120921	80000	237	'T2438P/D0011	G4237068	VIPER17LN-6LF/	20120921	2,000	G4237068IW
ARRAY HK (SADA)	V5210808	'LGAKCL4AS	VIPER17LN-6LF/	20120925	14000	237	'T2439IQP0001	G4238031	VIPER17LN-6LF/	20120925	2,000	G4238031QN
ARRAY HK (SADA)	V5128426	'LGAKCK93P	VIPER17LN-6LF/	20120917	54000	237	'T2438MA0001	G4237068	VIPER17LN-6LF/	20120917	2,000	G423705RQ
ARRAY HK (SADA)	V5207962	'LGAKCKS1Q	VIPER17LN-6LF/	20120920	54000	237	'T2438MG60001	G42370C5	VIPER17LN-6LF/	20120920	2,000	G4237068Q4
ARRAY HK (SADA)	V5207962	'LGAKCK93P	VIPER17LN-6LF/	20120917	54000	237	'T2438UXX0001	G4237068	VIPER17LN-6LF/	20120917	2,000	G423706BRG
ARRAY HK (SADA)	V5146483	'LGAKCK93P	VIPER17LN-6LF/	20120917	54000	237	'T2438KCT0001	G42370C5	VIPER17LN-6LF/	20120917	2,000	G42370C6RG
ARRAY HK (SADA)	V5207962	'LGAKCKL4E	VIPER17LN-6LF/	20120919	118000	237	'T2438KT7D0001	G4237068	VIPER17LN-6LF/	20120919	2,000	G423706BR6
ARRAY HK (SADA)	V5207962	'LGAKCL35	VIPER17LN-6LF/	20120926	48000	237	'T2439KB7D0001	G4237068	VIPER17LN-6LF/	20120917	2,000	G423706B3
ARRAY HK (SADA)	V5210808	'LGAKCL4LB	VIPER17LN-6LF/	20120921	80000	237	'T2438PTG0001	G423719D	VIPER17LN-6LF/	20120919	2,000	G423719DRO
ARRAY HK (SADA)	V5210808	'LGAKCL3X	VIPER17LN-6LF/	20120926	18000	237	'T2439KFQ0001	G4238031	VIPER17LN-6LF/	20120926	2,000	G4238031QG
ARRAY HK (SADA)	V5207962	'LGAKCL4LB	VIPER17LN-6LF/	20120921	80000	237	'T2438P/D0001	G4238031	VIPER17LN-6LF/	20120921	2,000	G4237068PD
ARRAY HK (SADA)	V5128426	'LGAKCKL4E	VIPER17LN-6LF/	20120919	118000	237	'T2438IMD0003	G42370C5	VIPER17LN-6LF/	20120919	2,000	G42370C501
ARRAY HK (SADA)	V5146483	'LGAKCKL4E	VIPER17LN-6LF/	20120919	118000	237	'T2438K490001	G42370C5	VIPER17LN-6LF/	20120919	2,000	G42370C6RK
ARRAY HK (SADA)	V5146483	'LGAKCL4LB	VIPER17LN-6LF/	20120917	54000	237	'T2438KCU0002	G42370C6	VIPER17LN-6LF/	20120917	2,000	G42370C606
ARRAY HK (SADA)	V5146483	'LGAKCK93P	VIPER17LN-6LF/	20120917	54000	237	'T2438KCU0003	G42370C6	VIPER17LN-6LF/	20120917	2,000	G42370C606
ARRAY HK (SADA)	V5146483	'LGAKCK93P	VIPER17LN-6LF/	20120917	54000	237	'T2438KCU0004	G42370C6	VIPER17LN-6LF/	20120917	2,000	G42370C606
ARRAY HK (SADA)	V5146483	'LGAKCK93P	VIPER17LN-6LF/	20120917	54000	237	'T2438KCU0005	G42370C6	VIPER17LN-6LF/	20120917	2,000	G42370C606
ARRAY HK (SADA)	V5146483	'LGAKCKL4E	VIPER17LN-6LF/	20120919	118000	237	'T2438K450001	G42370C6	VIPER17LN-6LF/	20120919	2,000	G42370C601
ARRAY HK (SADA)	V5146483	'LGAKCKL4E	VIPER17LN-6LF/	20120919	118000	237	'T2438K450002	G42370C6	VIPER17LN-6LF/	20120919	2,000	G42370C601
ARRAY HK (SADA)	V5146483	'LGAKCKL4E	VIPER17LN-6LF/	20120919	118000	237	'T2438K450003	G42370C6	VIPER17LN-6LF/	20120919	2,000	G42370C601
ARRAY HK (SADA)	V5146483	'LGAKCKL4E	VIPER17LN-6LF/	20120919	118000	237	'T2438K450004	G42370C6	VIPER17LN-6LF/	20120919	2,000	G42370C601
ARRAY HK (SADA)	V5146483	'LGAKCKL4E	VIPER17LN-6LF/	20120919	118000	237	'T2438K450005	G42370C6	VIPER17LN-6LF/	20120919	2,000	G42370C601
ARRAY HK (SADA)	V5210808	'LGAKCL35	VIPER17LN-6LF/	20120926	48000	237	'T2439KAL0001	G423719D	VIPER17LN-6LF/	20120926	2,000	G423719D05
ARRAY HK (SADA)	V5210808	'LGAKCL35	VIPER17LN-6LF/	20120926	48000	237	'T2439KAL0002	G423719D	VIPER17LN-6LF/	20120926	2,000	G423719D05
ARRAY HK (SADA)	V5210808	'LGAKCL35	VIPER17LN-6LF/	20120926	48000	237	'T2439KAL0003	G423719D	VIPER17LN-6LF/	20120926	2,000	G423719D05
ARRAY HK (SADA)	V5210808	'LGAKCL35	VIPER17LN-6LF/	20120926	48000	237	'T2439KAL0004	G423719D	VIPER17LN-6LF/	20120926	2,000	G423719D05
ARRAY HK (SADA)	V5210808	'LGAKCL35	VIPER17LN-6LF/	20120926	48000	237	'T2439KAL0005	G423719D	VIPER17LN-6LF/	20120926	2,000	G423719D05
ARRAY HK (SADA)	V5210808	'LGAKCL35	VIPER17LN-6LF/	20120926	48000	237	'T2439KH70001	G423719D	VIPER17LN-6LF/	20120926	2,000	G423719D05
ARRAY HK (SADA)	V5210808	'LGAKCL35	VIPER17LN-6LF/	20120926	48000	237	'T2439KH70002	G423719D	VIPER17LN-6LF/	20120926	2,000	G423719D05
ARRAY HK (SADA)	V5210808	'LGAKCL35	VIPER17LN-6LF/	20120926	48000	237	'T2439KH70003	G423719D	VIPER17LN-6LF/	20120926	2,000	G423719D05
ARRAY HK (SADA)	V5210808	'LGAKCL35	VIPER17LN-6LF/	20120926	48000	237	'T2439KH70004	G423719D	VIPER17LN-6LF/	20120926	2,000	G423719D05
ARRAY HK (SADA)	V5210808	'LGAKCL3X	VIPER17LN-6LF/	20120926	18000	237	'T2439KH70005	G423719D	VIPER17LN-6LF/	20120926	2,000	G423719D05

Customer Name	Source lot	Ref[Ship#]	Ship product	Ship close date	Ship Qty	Date code	Ref[Bulk#]	Tracecode	Bulk product	Bulk close date	Bulk Qty	Lot Number
ARRAY HK (SADA)	V52196221	'2LGAKCV2G	VIPER17LN-6LF/	20121124	38000	244	"T2445M370009	G42440855	VIPER17LN-6LF/	20121124	2,000	G42440850C
ARRAY HK (SADA)	V52196221	'2LGAKCV2G	VIPER17LN-6LF/	20121124	38000	244	"T2445NB0001	G42440855	VIPER17LN-6LF/	20121124	2,000	G42440851D
ARRAY HK (SADA)	V52196221	'2LGAKCV2G	VIPER17LN-6LF/	20121124	38000	244	"T2445NB0002	G42440855	VIPER17LN-6LF/	20121124	2,000	G42440851D
ARRAY HK (SADA)	V52196221	'2LGAKCV2G	VIPER17LN-6LF/	20121124	38000	244	"T2445NB0003	G42440855	VIPER17LN-6LF/	20121124	2,000	G42440851D
ARRAY HK (SADA)	V52196221	'2LGAKCV2G	VIPER17LN-6LF/	20121124	38000	244	"T2445NB0004	G42440855	VIPER17LN-6LF/	20121124	2,000	G42440851D
ARRAY HK (SADA)	V52196221	'2LGAKCV2G	VIPER17LN-6LF/	20121124	38000	244	"T2445NB0006	G42440855	VIPER17LN-6LF/	20121124	2,000	G42440851D
ARRAY HK (SADA)	V52196221	'2LGAKCV7BP	VIPER17LN-6LF/	20121126	120000	244	"T2446KN0003	G42440855	VIPER17LN-6LF/	20121126	2,000	G424408526
ARRAY HK (SADA)	V52196221	'2LGAKCW7BP	VIPER17LN-6LF/	20121126	120000	244	"T2446KN004	G42440855	VIPER17LN-6LF/	20121126	2,000	G424408526
ARRAY HK (SADA)	V52196221	'2LGAKCWDLU	VIPER17LN-6LF/	20121128	12000	244	"T2445N2V0004	G42440855	VIPER17LN-6LF/	20121128	2,000	G42440851Y
ARRAY HK (SADA)	V52196221	'2LGAKCXREP	VIPER17LN-6LF/	20121206	68000	244	"T2446KN0007	G42440855	VIPER17LN-6LF/	20121206	2,000	G424408526
ARRAY HK (SADA)	V52196221	'2LGAKCXREP	VIPER17LN-6LF/	20121206	68000	244	"T2446KN0009	G42440855	VIPER17LN-6LF/	20121206	2,000	G424408526
ARRAY HK (SADA)	V52196221	'2LGAKCXREP	VIPER17LN-6LF/	20121206	68000	244	"T2446KQ0002	G42440855	VIPER17LN-6LF/	20121206	2,000	G42440852A
ARRAY HK (SADA)	V52196221	'2LGAKCXREP	VIPER17LN-6LF/	20121206	68000	244	"T2446KQ0004	G42440855	VIPER17LN-6LF/	20121206	2,000	G42440852A
ARRAY HK (SADA)	V52196221	'2LGAKCXREP	VIPER17LN-6LF/	20121206	68000	244	"T2446KQ0005	G42440855	VIPER17LN-6LF/	20121206	2,000	G42440852A
ARRAY HK (SADA)	V52196221	'2LGAKCXREP	VIPER17LN-6LF/	20121206	68000	244	"T2446KQ0006	G42440855	VIPER17LN-6LF/	20121206	2,000	G42440852A
ARRAY HK (SADA)	V52196221	'2LGAKCXREP	VIPER17LN-6LF/	20121206	68000	244	"T2446KQ0007	G42440855	VIPER17LN-6LF/	20121206	2,000	G42440852A
ARRAY HK (SADA)	V52196221	'2LGAKCXREP	VIPER17LN-6LF/	20121206	68000	244	"T2446KQ0008	G42440855	VIPER17LN-6LF/	20121206	2,000	G42440852A
ARRAY HK (SADA)	V52196221	'2LGAKCXREP	VIPER17LN-6LF/	20121206	68000	244	"T2446KQ0009	G42440855	VIPER17LN-6LF/	20121206	2,000	G42440852A
ARRAY HK (SADA)	V52196221	'2LGAKCXW0	VIPER17LN-6LF/	20121206	136000	244	"T2445PD0001	G42440855	VIPER17LN-6LF/	20121206	2,000	G424408521
ARRAY HK (SADA)	V52196221	'2LGAKCXW0	VIPER17LN-6LF/	20121207	136000	244	"T2445PD0002	G42440855	VIPER17LN-6LF/	20121207	2,000	G424408521
ARRAY HK (SADA)	V52196221	'2LGAKCXW0	VIPER17LN-6LF/	20121207	136000	244	"T2445PD0003	G42440855	VIPER17LN-6LF/	20121207	2,000	G424408521
ARRAY HK (SADA)	V52196221	'2LGAKCXW0	VIPER17LN-6LF/	20121207	136000	244	"T2445PD0004	G42440855	VIPER17LN-6LF/	20121207	2,000	G424408521
ARRAY HK (SADA)	V52196221	'2LGAKCXW0	VIPER17LN-6LF/	20121207	136000	244	"T2445PD0005	G42440855	VIPER17LN-6LF/	20121207	2,000	G424408521
ARRAY HK (SADA)	V52196221	'2LGAKCXW0	VIPER17LN-6LF/	20121207	136000	244	"T2445PD0006	G42440855	VIPER17LN-6LF/	20121207	2,000	G424408521
ARRAY HK (SADA)	V52196222	'2LGAKCU29F	VIPER17LN-6LF/	20121114	26000	244	"T2445QJY0001	G42440855	VIPER17LN-6LF/	20121114	2,000	G4244086RN
ARRAY HK (SADA)	V5220113	'2AQAKCY228	VIPER17LN-6LF/	20121213	34000	244	"T2445QJH0001	G42450655	VIPER17LN-6LF/	20121213	2,000	G4245065RM
ARRAY HK (SADA)	V52196221	'2LGAKCU29F	VIPER17LN-6LF/	20121114	26000	244	"T2445QFB0001	G42450655	VIPER17LN-6LF/	20121114	2,000	G4244085PY
ARRAY HK (SADA)	V5220113	'2LGAKCXREP	VIPER17LN-6LF/	20121206	68000	244	"T2445RA0001	G42450655	VIPER17LN-6LF/	20121206	2,000	G4245065RH
ARRAY HK (SADA)	V52196221	'2LGAKCXREP	VIPER17LN-6LF/	20121206	68000	244	"T2446N550001	G42470065	VIPER17LN-6LF/	20121206	2,000	G4244085PF
ARRAY HK (SADA)	V52196222	'2LGAKCWDLU	VIPER17LN-6LF/	20121128	12000	244	"T2446M210002	G42440856	VIPER17LN-6LF/	20121128	2,000	G424408504
ARRAY HK (SADA)	V52196221	'2LGAKCWDLU	VIPER17LN-6LF/	20121128	12000	245	"T2446F20001	G4245064	VIPER17LN-6LF/	20121128	2,000	G424506401
ARRAY HK (SADA)	V52196221	'2LGAKCWDLU	VIPER17LN-6LF/	20121128	12000	245	"T2446M260002	G4245064	VIPER17LN-6LF/	20121128	2,000	G424506402
ARRAY HK (SADA)	V5220113	'2LGAKCW7BP	VIPER17LN-6LF/	20121126	120000	245	"T2446JM6001	G42450655	VIPER17LN-6LF/	20121126	2,000	G4245065RA
ARRAY HK (SADA)	V5220113	'2AQAKCY228	VIPER17LN-6LF/	20121213	34000	245	"T2445QTJ0003	G42450655	VIPER17LN-6LF/	20121213	2,000	G424506504
ARRAY HK (SADA)	V5220113	'2AQAKCY228	VIPER17LN-6LF/	20121213	34000	245	"T2445QTJ0004	G42450655	VIPER17LN-6LF/	20121213	2,000	G424506504
ARRAY HK (SADA)	V5220113	'2AQAKCY228	VIPER17LN-6LF/	20121213	34000	245	"T2445QW20004	G42450655	VIPER17LN-6LF/	20121213	2,000	G424506509
ARRAY HK (SADA)	V5220113	'2AQAKCY228	VIPER17LN-6LF/	20121213	34000	245	"T2445QW20005	G42450655	VIPER17LN-6LF/	20121213	2,000	G424506509
ARRAY HK (SADA)	V5220113	'2AQAKCY228	VIPER17LN-6LF/	20121213	34000	245	"T2445QW20006	G42450655	VIPER17LN-6LF/	20121213	2,000	G424506509
ARRAY HK (SADA)	V5220113	'2LGAKCU29E	VIPER17LN-6LF/	20121114	66000	245	"T2445QEY0001	G42450655	VIPER17LN-6LF/	20121114	2,000	G424506503

Customer Name	Source lot	Ref(Ship#)	Ship product	Ship close date	Ship Qty	Date code	Ref(Bulk#)	Tracecode	Bulk product	Bulk close date	Bulk Qty	Lot Number
ARRAY HK (SADA)	VS220113	'2LGAKCXREP	VIPER17LN-6LF/	20121206	68000	245	'T2445Ra20005	G4245065	VIPER17LN-6LF/	20121206	2,000	G42450650K
ARRAY HK (SADA)	VS220113	'2LGAKCXREP	VIPER217LN-6LF/	20121206	68000	245	'T2446MB0006	G4245065	VIPER17LN-6LF/	20121206	2,000	G42450651U
ARRAY HK (SADA)	VS220113	'2LGAKCXREP	VIPER17LN-6LF/	20121206	68000	245	'T2446M2N0001	G4245065	VIPER17LN-6LF/	20121206	2,000	G42450651U
ARRAY HK (SADA)	VS220113	'2LGAKCXREP	VIPER17LN-6LF/	20121206	68000	245	'T2446M2N0002	G4245065	VIPER17LN-6LF/	20121206	2,000	G42450651U
ARRAY HK (SADA)	VS220113	'2LGAKCXREP	VIPER17LN-6LF/	20121206	68000	245	'T2446M2N0003	G4245065	VIPER17LN-6LF/	20121206	2,000	G42450651U
ARRAY HK (SADA)	VS220113	'2LGAKCXREP	VIPER17LN-6LF/	20121206	68000	245	'T2446M2N0004	G4245065	VIPER17LN-6LF/	20121206	2,000	G42450651U
ARRAY HK (SADA)	VS220113	'2LGAKCXREP	VIPER17LN-6LF/	20121221	50000	245	'T2446NB0001	G4245065	VIPER17LN-6LF/	20121221	2,000	G42450651U
ARRAY HK (SADA)	VS220113	'2LGAKD0C1U	VIPER17LN-6LF/	20130109	44000	245	'T2451RG30001	G425065	VIPER17LN-6LF/	20130109	2,000	G42500KBQT
ARRAY HK (SADA)	VS220113	'1LGAKCXVX	VIPER17LN-6LF/	20121207	20000	246	'T2447KY10001	G424604F	VIPER17LN-6LF/	20121207	2,000	G424604F0C
ARRAY HK (SADA)	VS220113	'1LGAKCXVX	VIPER17LN-6LF/	20121207	20000	246	'T2447KY10002	G424604F	VIPER17LN-6LF/	20121207	2,000	G424604F0C
ARRAY HK (SADA)	VS220113	'1LGAKCXVX	VIPER17LN-6LF/	20121207	20000	246	'T2447KY10003	G424604F	VIPER17LN-6LF/	20121207	2,000	G424604F0C
ARRAY HK (SADA)	VS220113	'1LGAKCXVX	VIPER17LN-6LF/	20121207	20000	246	'T2447KY10004	G424604F	VIPER17LN-6LF/	20121207	2,000	G424604F0C
ARRAY HK (SADA)	VS220113	'1LGAKCXVX	VIPER17LN-6LF/	20121207	20000	246	'T2447KY10005	G424604F	VIPER17LN-6LF/	20121207	2,000	G424604F0C
ARRAY HK (SADA)	VS220113	'2AQAKD2TM2	VIPER17LN-6LF/	20130109	200000	246	'T2446PW00001	G424604F	VIPER17LN-6LF/	20130109	2,000	G424604F05
ARRAY HK (SADA)	VS220113	'2AQAKD2TM2	VIPER17LN-6LF/	20130109	200000	246	'T2446PW00002	G424604F	VIPER17LN-6LF/	20130109	2,000	G424604F05
ARRAY HK (SADA)	VS220113	'2AQAKD2TM2	VIPER17LN-6LF/	20130109	200000	246	'T2446PW00003	G424604F	VIPER17LN-6LF/	20130109	2,000	G424604F05
ARRAY HK (SADA)	VS220113	'2AQAKD2TM2	VIPER17LN-6LF/	20130109	200000	246	'T2446PW00004	G424604F	VIPER17LN-6LF/	20130109	2,000	G424604F05
ARRAY HK (SADA)	VS220113	'2AQAKD2TM2	VIPER17LN-6LF/	20130109	200000	246	'T2446PW00005	G424604F	VIPER17LN-6LF/	20130109	2,000	G424604F05
ARRAY HK (SADA)	VS220113	'2AQAKD2TM2	VIPER17LN-6LF/	20130109	200000	246	'T2446PW00007	G424604F	VIPER17LN-6LF/	20130109	2,000	G424604F05
ARRAY HK (SADA)	VS220113	'2AQAKD2TM2	VIPER17LN-6LF/	20130109	200000	246	'T2446Q3N0001	G424604F	VIPER17LN-6LF/	20130109	2,000	G424604F01
ARRAY HK (SADA)	VS220113	'2AQAKD2TM2	VIPER17LN-6LF/	20130109	200000	246	'T2446Q3N0002	G424604F	VIPER17LN-6LF/	20130109	2,000	G424604F01
ARRAY HK (SADA)	VS220113	'2AQAKD2TM2	VIPER17LN-6LF/	20130109	200000	246	'T2446Q3N0005	G424604F	VIPER17LN-6LF/	20130109	2,000	G424604F04
ARRAY HK (SADA)	VS220113	'2AQAKD2TM2	VIPER17LN-6LF/	20130109	200000	246	'T2447M3F0001	G424604F	VIPER17LN-6LF/	20130109	2,000	G424604FRA
ARRAY HK (SADA)	VS221567	'2LGAKCXW0	VIPER17LN-6LF/	20121207	136000	246	'T2447KB80001	G424604F	VIPER17LN-6LF/	20121207	2,000	G424604TRK
ARRAY HK (SADA)	VS221567	'2AQAKCYZ29	VIPER17LN-6LF/	20121213	28000	246	'T2447L540003	G424604F	VIPER17LN-6LF/	20121213	2,000	G424604AT08
ARRAY HK (SADA)	VS221567	'2AQAKCYZ29	VIPER17LN-6LF/	20121213	28000	246	'T2447L540005	G424604F	VIPER17LN-6LF/	20121213	2,000	G424604AT08
ARRAY HK (SADA)	VS221567	'2AQAKD2TM2	VIPER17LN-6LF/	20130109	200000	246	'T2447KTN0002	G424604F	VIPER17LN-6LF/	20130109	2,000	G424604AT04
ARRAY HK (SADA)	VS221567	'2AQAKD2TM2	VIPER17LN-6LF/	20130109	200000	246	'T2447KTN0003	G424604F	VIPER17LN-6LF/	20130109	2,000	G424604AT04
ARRAY HK (SADA)	VS221567	'2AQAKD2TM2	VIPER17LN-6LF/	20130109	200000	246	'T2447KTN0004	G424604F	VIPER17LN-6LF/	20130109	2,000	G424604AT04
ARRAY HK (SADA)	VS221567	'2AQAKD2TM2	VIPER17LN-6LF/	20130109	200000	246	'T2447KTN0005	G424604F	VIPER17LN-6LF/	20130109	2,000	G424604AT04
ARRAY HK (SADA)	VS221567	'2AQAKD2TM2	VIPER17LN-6LF/	20130109	200000	246	'T2447KTN0001	G424604F	VIPER17LN-6LF/	20130109	2,000	G424604AT08
ARRAY HK (SADA)	VS221567	'2AQAKD2TM2	VIPER17LN-6LF/	20130109	200000	246	'T2447QE50002	G424604F	VIPER17LN-6LF/	20130109	2,000	G424604AT11
ARRAY HK (SADA)	VS221567	'2AQAKD2TM2	VIPER17LN-6LF/	20130109	200000	246	'T2447QE50003	G424604F	VIPER17LN-6LF/	20130109	2,000	G424604AT11
ARRAY HK (SADA)	VS221567	'2AQAKD2TM2	VIPER17LN-6LF/	20130109	200000	246	'T2447QE50004	G424604F	VIPER17LN-6LF/	20130109	2,000	G424604AT11
ARRAY HK (SADA)	VS221567	'2AQAKD2TM2	VIPER17LN-6LF/	20130109	200000	246	'T2448KNU0005	G424604F	VIPER17LN-6LF/	20130109	2,000	G424604AT26
ARRAY HK (SADA)	VS221567	'2AQAKD2TM2	VIPER17LN-6LF/	20130109	200000	246	'T2448MB0002	G424604F	VIPER17LN-6LF/	20130109	2,000	G424604AT1F
ARRAY HK (SADA)	VS221567	'2AQAKD2TM2	VIPER17LN-6LF/	20130109	200000	246	'T2448MB0004	G424604F	VIPER17LN-6LF/	20130109	2,000	G424604AT1F
ARRAY HK (SADA)	VS221567	'2AQAKD2TM2	VIPER17LN-6LF/	20130109	200000	246	'T2448MB0005	G424604F	VIPER17LN-6LF/	20130109	2,000	G424604AT1F
ARRAY HK (SADA)	VS221567	'2AQAKD2TM2	VIPER17LN-6LF/	20130109	200000	246	'T2448MB0006	G424604F	VIPER17LN-6LF/	20130109	2,000	G424604AT1F
ARRAY HK (SADA)	VS221567	'2AQAKD2TM2	VIPER17LN-6LF/	20130109	200000	246	'T2448MB0009	G424604F	VIPER17LN-6LF/	20130109	2,000	G424604AT1F
ARRAY HK (SADA)	VS221567	'2AQAKD2TM2	VIPER17LN-6LF/	20130109	200000	246	'T2448MB0010	G424604F	VIPER17LN-6LF/	20130109	2,000	G424604AT1F
ARRAY HK (SADA)	VS221567	'2AQAKD2TM2	VIPER17LN-6LF/	20130109	200000	246	'T2448MB0011	G424604F	VIPER17LN-6LF/	20130109	2,000	G424604AT1F

Customer Name	Source lot	Ref#(Ship#)	Ship product	Ship close date	Ship Qty	Date code	Ref#(Build#)	Bulk product	Tracecode	Bulk close date	Bulk Qty	Lot Number
ARRAY HK (SADA)	V5227649	'2LGAKCYANZ	VIPER17LN-6LF/	20121209	78000	248	"T2449NQE0004	G42480MF	VIPER17LN-6LF/	20121209	2,000	G42480MF0C
ARRAY HK (SADA)	V5227649	'2LGAKCYANZ	VIPER27LN-6LF/	20121209	78000	248	"T2449NQE0005	G42480MF	VIPER17LN-6LF/	20121209	2,000	G42480MF0C
ARRAY HK (SADA)	V5227649	'2LGAKCYANZ	VIPER17LN-6LF/	20121209	78000	248	"T2449NQE0006	G42480MF	VIPER17LN-6LF/	20121209	2,000	G42480MF0C
ARRAY HK (SADA)	V5227649	'2LGAKCYANZ	VIPER17LN-6LF/	20121209	78000	248	"T2449NQE0007	G42480MF	VIPER17LN-6LF/	20121209	2,000	G42480MF0C
ARRAY HK (SADA)	V5227649	'2LGAKCYANZ	VIPER17LN-6LF/	20121209	78000	248	"T2449NQE0008	G42480MF	VIPER17LN-6LF/	20121209	2,000	G42480MF0C
ARRAY HK (SADA)	V5227649	'2LGAKCYANZ	VIPER17LN-6LF/	20121209	78000	248	"T2449NQE0009	G42480MF	VIPER17LN-6LF/	20121209	2,000	G42480MF0C
ARRAY HK (SADA)	V5227649	'2LGAKCYANZ	VIPER17LN-6LF/	20121209	78000	248	"T2449PR10005	G42480MF	VIPER17LN-6LF/	20121209	2,000	G42480MF12
ARRAY HK (SADA)	V5227649	'2LGAKCYKQY	VIPER17LN-6LF/	20121211	4000	248	"T2449QDM0001	G42480MF	VIPER17LN-6LF/	20121211	2,000	G42480MF1J
ARRAY HK (SADA)	V5227649	'2LGAKCYKQY	VIPER17LN-6LF/	20121211	4000	248	"T2449QDM0002	G42480MF	VIPER17LN-6LF/	20121211	2,000	G42480MF1J
ARRAY HK (SADA)	V5227649	'2LGAKDCCYU	VIPER17LN-6LF/	20121221	50000	248	"T2450K520002	G42480MF	VIPER17LN-6LF/	20121221	2,000	G42480MF1H
ARRAY HK (SADA)	V5227649	'2LGAKDCCYU	VIPER17LN-6LF/	20121221	50000	248	"T2450K520003	G42480MF	VIPER17LN-6LF/	20121221	2,000	G42480MF1H
ARRAY HK (SADA)	V5227649	'2LGAKDCCYU	VIPER17LN-6LF/	20121221	50000	248	"T2450K520004	G42480MF	VIPER17LN-6LF/	20121221	2,000	G42480MF1H
ARRAY HK (SADA)	V5227649	'2LGAKDCCYU	VIPER17LN-6LF/	20121221	50000	248	"T2450K520005	G42480MF	VIPER17LN-6LF/	20121221	2,000	G42480MF1H
ARRAY HK (SADA)	V5227649	'2LGAKDCCYU	VIPER17LN-6LF/	20121216	10000	248	"T2449PWN0003	G42480MF	VIPER17LN-6LF/	20121216	2,000	G42480MF0M
ARRAY HK (SADA)	V5227649	'2LGAKDCCYU	VIPER17LN-6LF/	20121216	10000	248	"T2449PWN0004	G42480MF	VIPER17LN-6LF/	20121216	2,000	G42480MF0M
ARRAY HK (SADA)	V5227649	'2LGAKDCCYU	VIPER17LN-6LF/	20121216	10000	248	"T2449PWN0005	G42480MF	VIPER17LN-6LF/	20121216	2,000	G42480MF0M
ARRAY HK (SADA)	V5227649	'2LGAKDCCYU	VIPER17LN-6LF/	20121216	10000	248	"T2449PWN0006	G42480MF	VIPER17LN-6LF/	20121216	2,000	G42480MF0M
ARRAY HK (SADA)	V5227649	'2LGAKCZNXO	VIPER17LN-6LF/	20121217	14000	248	"T2450IC40002	G42480MF	VIPER17LN-6LF/	20121217	2,000	G42480MF10
ARRAY HK (SADA)	V5227649	'2LGAKCZNXO	VIPER17LN-6LF/	20121217	14000	248	"T2449PWN0005	G42480MF	VIPER17LN-6LF/	20121217	2,000	G42480MF10
ARRAY HK (SADA)	V5227649	'2LGAKCZNXO	VIPER17LN-6LF/	20121217	14000	248	"T2450IC40007	G42480MF	VIPER17LN-6LF/	20121217	2,000	G42480MF10
ARRAY HK (SADA)	V5227649	'2LGAKCZNXO	VIPER17LN-6LF/	20121217	14000	248	"T2450IC40008	G42480MF	VIPER17LN-6LF/	20121217	2,000	G42480MF10
ARRAY HK (SADA)	V5227649	'2LGAKCZNXO	VIPER17LN-6LF/	20121217	14000	248	"T2450IC40010	G42480MF	VIPER17LN-6LF/	20121217	2,000	G42480MF10
ARRAY HK (SADA)	V5227649	'2LGAKCZQJV	VIPER17LN-6LF/	20121217	14000	248	"T2450K520001	G42480MF	VIPER17LN-6LF/	20121217	2,000	G42480MF1H
ARRAY HK (SADA)	V5227649	'2LGAKCZQJV	VIPER17LN-6LF/	20121217	14000	248	"T2451MAT0001	G425040MF,	VIPER17LN-6LF/	20121219	2,000	G42480MF1S
ARRAY HK (SADA)	V5227649	'2LGAKD2H1	VIPER17LN-6LF/	20121219	2000	248	"T2451MAT001	G425040MF,	VIPER17LN-6LF/	20121219	2,000	G42480MF1S
ARRAY HK (SADA)	V5226341	'2LGAKD0CCT	VIPER17LN-6LF/	20121221	138000	248	"T2451NU70001	G425090KB	VIPER17LN-6LF/	20121221	2,000	G42500KB2
ARRAY HK (SADA)	V5227649	'2AQAKD2TM2	VIPER17LN-6LF/	20130109	200000	249	"T24502R0003	G424900T	VIPER17LN-6LF/	20130109	2,000	G424900T0C
ARRAY HK (SADA)	V5227649	'2AQAKD2TM3	VIPER17LN-6LF/	20130109	44000	249	"T2450KV10001	G424900T	VIPER17LN-6LF/	20130109	2,000	G424900T08
ARRAY HK (SADA)	V5227649	'2AQAKD2TM4	VIPER17LN-6LF/	20130109	14000	249	"T2450KV10009	G424900T	VIPER17LN-6LF/	20130109	2,000	G424900T08
ARRAY HK (SADA)	V5227649	'2AQAKD2TM5	VIPER17LN-6LF/	20130109	102000	249	"T2449RAY002	G424900T	VIPER17LN-6LF/	20130109	2,000	G424900T08
ARRAY HK (SADA)	V5227649	'2AQAKD2TM5	VIPER17LN-6LF/	20130109	102000	249	"T2449RAY007	G424900T	VIPER17LN-6LF/	20130109	2,000	G424900T08
ARRAY HK (SADA)	V5227649	'2AQAKD2TM5	VIPER17LN-6LF/	20130109	102000	249	"T2449RAY004	G424900T	VIPER17LN-6LF/	20130109	2,000	G424900T05
ARRAY HK (SADA)	V5227649	'2AQAKD2TM5	VIPER17LN-6LF/	20130109	102000	249	"T2449RAY003	G424900T	VIPER17LN-6LF/	20130109	2,000	G424900T05
ARRAY HK (SADA)	V5227649	'2AQAKD2TM5	VIPER17LN-6LF/	20130109	102000	249	"T2450KV10004	G425090KB	VIPER17LN-6LF/	20130109	2,000	G424900T08
ARRAY HK (SADA)	V5227649	'2AQAKD2TM5	VIPER17LN-6LF/	20130109	138000	249	"T2450J60001	G424900T	VIPER17LN-6LF/	20130109	2,000	G424900T06
ARRAY HK (SADA)	V5227649	'2AQAKD2TM5	VIPER17LN-6LF/	20121221	138000	249	"T2450J60004	G424900T	VIPER17LN-6LF/	20121221	2,000	G424900T06
ARRAY HK (SADA)	V5227649	'2AQAKD2TM5	VIPER17LN-6LF/	20121221	138000	249	"T2450KV0002	G424900T	VIPER17LN-6LF/	20121221	2,000	G424900T08
ARRAY HK (SADA)	V5227649	'2AQAKD2TM5	VIPER17LN-6LF/	20121221	138000	249	"T2451PBW0002	G424900T	VIPER17LN-6LF/	20121221	2,000	G424900T08
ARRAY HK (SADA)	V5227649	'2AQAKD2TM5	VIPER17LN-6LF/	20121221	138000	249	"T2451PBW0003	G424900T	VIPER17LN-6LF/	20121221	2,000	G424900T08
ARRAY HK (SADA)	V5227649	'2AQAKD2TM5	VIPER17LN-6LF/	20121221	138000	249	"T2451PBW0004	G424900T	VIPER17LN-6LF/	20121221	2,000	G424900T08
ARRAY HK (SADA)	V5227649	'2LGAKDCCYT	VIPER17LN-6LF/	20121221	138000	249	"T2451PBW0005	G424900T	VIPER17LN-6LF/	20121221	2,000	G424900T09

Customer Name	Source lot	Ref(Ship#)	Ship product	Ship close date	Ship Qty	Date code	Ref(Bulk#)	Tracecode	Bulk product	Bulk close date	Bulk Qty	Lot Number
ARRAY HK (SADA)	V5227649	'2LGAKD0CYU	VIPER17LN-6LF/	20121221	50000	249	'T2450160002	G4249001T	VIPER17LN-6LF/	20121221	2,000	G4249001T06
ARRAY HK (SADA)	V5227649	'2LGAKD0CYU	VIPER17LN-6LF/	20121221	50000	249	'T2450160003	G4249001T	VIPER17LN-6LF/	20121221	2,000	G4249001T06
ARRAY HK (SADA)	V5227649	'2LGAKD0CYU	VIPER17LN-6LF/	20121221	50000	249	'T2450160005	G4249001T	VIPER17LN-6LF/	20121221	2,000	G4249001T06
ARRAY HK (SADA)	V5227649	'2LGAKD0CYU	VIPER17LN-6LF/	20121221	50000	249	'T2450KV10006	G4249001T	VIPER17LN-6LF/	20121221	2,000	G4249001T08
ARRAY HK (SADA)	V5227649	'2LGAKD0CYU	VIPER17LN-6LF/	20121221	50000	249	'T2450KV10007	G4249001T	VIPER17LN-6LF/	20121221	2,000	G4249001T08
ARRAY HK (SADA)	V5227649	'2LGAKD0CYU	VIPER17LN-6LF/	20121221	50000	249	'T2450KV10008	G4249001T	VIPER17LN-6LF/	20121221	2,000	G4249001T08
ARRAY HK (SADA)	V5227649	'2LGAKCZL4X	VIPER17LN-6LF/	20121217	22000	249	'T2450LSM0001	G4249001T	VIPER17LN-6LF/	20121217	2,000	G4249001TRD
ARRAY HK (SADA)	V5227649	'2LGAKCZL4X	VIPER17LN-6LF/	20121217	22000	249	'T2450LSM0002	G4249001T	VIPER17LN-6LF/	20121217	2,000	G4249001TRD
ARRAY HK (SADA)	V5227649	'2LGAKCZL4X	VIPER17LN-6LF/	20121217	22000	249	'T2450LSM0003	G4249001T	VIPER17LN-6LF/	20121217	2,000	G4249001TRD
ARRAY HK (SADA)	V5227649	'2LGAKCZL4X	VIPER17LN-6LF/	20121217	22000	249	'T2450LSM0004	G4249001T	VIPER17LN-6LF/	20121217	2,000	G4249001TRD
ARRAY HK (SADA)	V5227649	'2LGAKCZL4X	VIPER17LN-6LF/	20121217	22000	249	'T2450LSM0005	G4249001T	VIPER17LN-6LF/	20121217	2,000	G4249001TRD
ARRAY HK (SADA)	V5227649	'2LGAKCZL4X	VIPER17LN-6LF/	20121217	22000	249	'T2450LSM0006	G4249001T	VIPER17LN-6LF/	20121217	2,000	G4249001TRD
ARRAY HK (SADA)	V5227649	'2LGAKCZL4X	VIPER17LN-6LF/	20121217	22000	249	'T2450LSM0001	G4249001T	VIPER17LN-6LF/	20121217	2,000	G4249001TON
ARRAY HK (SADA)	V5227649	'2LGAKCZL4X	VIPER17LN-6LF/	20121217	22000	249	'T2450LT50002	G4249001T	VIPER17LN-6LF/	20121217	2,000	G4249001TON
ARRAY HK (SADA)	V5227649	'2LGAKCZL4X	VIPER17LN-6LF/	20121217	22000	249	'T2450LT50003	G4249001T	VIPER17LN-6LF/	20121217	2,000	G4249001TON
ARRAY HK (SADA)	V5227649	'2LGAKCZL4X	VIPER17LN-6LF/	20121217	22000	249	'T2450LT50004	G4249001T	VIPER17LN-6LF/	20121217	2,000	G4249001TON
ARRAY HK (SADA)	V5227649	'2LGAKCZL4X	VIPER17LN-6LF/	20121217	22000	249	'T2450LT50005	G4249001T	VIPER17LN-6LF/	20121217	2,000	G4249001TON
ARRAY HK (SADA)	V5227649	'2LGAKD0CYU	VIPER17LN-6LF/	20121221	54000	249	'T2450M2A0004	G4249001T	VIPER17LN-6LF/	20121221	2,000	G4249001TOQ
ARRAY HK (SADA)	V5227649	'2LGAKD0CYU	VIPER17LN-6LF/	20121221	54000	249	'T2450M2A0005	G4249001T	VIPER17LN-6LF/	20121221	2,000	G4249001TOQ
ARRAY HK (SADA)	V5227649	'2LGAKD0CYU	VIPER17LN-6LF/	20121221	54000	249	'T2450M2A0006	G4249001T	VIPER17LN-6LF/	20121221	2,000	G4249001TOQ
ARRAY HK (SADA)	V5226340	'2AQAKD2TMS	VIPER17LN-6LF/	20130109	102000	249	'T2450QA0001	G4249001T	VIPER17LN-6LF/	20130109	2,000	G4249010QT
ARRAY HK (SADA)	V5227649	'2LGAKCZRA	VIPER17LN-6LF/	20121218	2000	249	'T2450PJ0001	G4249010T	VIPER17LN-6LF/	20121218	2,000	G4249001TR6
ARRAY HK (SADA)	V5226341	'2LGAKD0CYU	VIPER17LN-6LF/	20121221	138000	249	'T2451PG60001	G42500K8T	VIPER17LN-6LF/	20121221	2,000	G42500K8QY
ARRAY HK (SADA)	V5226340	'2AQAKD2TM2	VIPER17LN-6LF/	20130109	200000	249	'T2450NLN0003	G4249010	VIPER17LN-6LF/	20130109	2,000	G4249010QV
ARRAY HK (SADA)	V5226340	'2AQAKD2TM2	VIPER17LN-6LF/	20130109	200000	249	'T2450NWBB0001	G4249010	VIPER17LN-6LF/	20130109	2,000	G424901017
ARRAY HK (SADA)	V5226340	'2AQAKD2TM2	VIPER17LN-6LF/	20130109	200000	249	'T2450PS50005	G4249010	VIPER17LN-6LF/	20130109	2,000	G42490100W
ARRAY HK (SADA)	V5226340	'2AQAKD2TM2	VIPER17LN-6LF/	20130109	200000	249	'T2450QF10003	G4249010	VIPER17LN-6LF/	20130109	2,000	G424901016
ARRAY HK (SADA)	V5226340	'2AQAKD2TM2	VIPER17LN-6LF/	20130109	200000	249	'T2450QE10004	G4249010	VIPER17LN-6LF/	20130109	2,000	G424901016
ARRAY HK (SADA)	V5226340	'2AQAKD2TM2	VIPER17LN-6LF/	20130109	200000	249	'T2450QF10005	G4249010	VIPER17LN-6LF/	20130109	2,000	G424901016
ARRAY HK (SADA)	V5226340	'2AQAKD2TM2	VIPER17LN-6LF/	20130109	200000	249	'T2450QF10006	G4249010	VIPER17LN-6LF/	20130109	2,000	G424901016
ARRAY HK (SADA)	V5226340	'2AQAKD2TM5	VIPER17LN-6LF/	20130109	102000	249	'T2450NA10001	G4249010	VIPER17LN-6LF/	20130109	2,000	G424901016
ARRAY HK (SADA)	V5226340	'2AQAKD2TM5	VIPER17LN-6LF/	20130109	102000	249	'T2450NA10002	G4249010	VIPER17LN-6LF/	20130109	2,000	G424901016
ARRAY HK (SADA)	V5226340	'2AQAKD2TM5	VIPER17LN-6LF/	20130109	102000	249	'T2450NL0002	G4249010	VIPER17LN-6LF/	20130109	2,000	G424901016
ARRAY HK (SADA)	V5226340	'2AQAKD2TM5	VIPER17LN-6LF/	20130109	102000	249	'T2450NL0004	G4249010	VIPER17LN-6LF/	20130109	2,000	G424901016
ARRAY HK (SADA)	V5226340	'2AQAKD2TM5	VIPER17LN-6LF/	20130109	102000	249	'T2450QL0001	G4249010	VIPER17LN-6LF/	20130109	2,000	G424901016
ARRAY HK (SADA)	V5226340	'2AQAKD2TM5	VIPER17LN-6LF/	20130109	102000	249	'T2450QL0002	G4249010	VIPER17LN-6LF/	20130109	2,000	G424901016
ARRAY HK (SADA)	V5226340	'2AQAKD2TM5	VIPER17LN-6LF/	20130109	102000	249	'T2450NL1Y0002	G4249010	VIPER17LN-6LF/	20121220	2,000	G42490100Q
ARRAY HK (SADA)	V5226340	'2LGAKD0GDK	VIPER17LN-6LF/	20121220	2000	249						

